

भारत का राजपत्र **The Gazette of India**

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० १८]

नई दिल्ली, शनिवार, मई २, १९७०/वैशाख १२, १९९२

No. 18]

NEW DELHI, SATURDAY, MAY 2, 1970/VAISAKHA 12, 1892

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड ३—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 28th March 1970

S.O. 1527.—Whereas the Election Commission is satisfied that Shri Sital Rai, R/O Village Kashmar, P.O. Rahimpur, District Saran (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in 1969 from 46-Sonepur Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Sital Rai, to be disqualified for being chosen as and for being member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/46/69(83).]

By Order,

ROSHAN LAL, Secy.

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 28 मार्च, 1970

ए० प्रो० 1527.—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए 1969 में हुए मध्यावधि निर्वाचन के लिए 46- सोनपुर निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री शितलराय निवासी ग्राम-कशमर, पो० रहीमपुर, जिला खारण (बिहार) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री शितल राय को संसद् के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० बिहार -वि० सं०/46/69(83).]

आदेश से

रोशन लाल, अव्वर सचीव ।

ORDERS

New Delhi, the 1st April 1970

S.O. 1528.—Whereas the Election Commission is satisfied that Shri Sachindra Nath Sarkar, Village and Post Office Taherpur, 'E' Block, Road No. 17, Plot No. 634, P. S. Ranaghat, District Nadia (West Bengal), a contesting candidate for the mid-term election held in February, 1969, to the West Bengal Legislative Assembly from Ranaghat West constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has not good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Sachindra Nath Sarkar to be disqualified for being chosen as, and for being, a member of either House of the Parliament or of the Legislative Assembly or Legislative Council of a state for a period of three years from the date of this order.

[No. WB-LA/74/69(5).]

आदेश

नई दिल्ली 1 अप्रैल, 1970

एस० प्रो० 1528.—यतः निर्वाचन आयोग का समाधान हो गया है कि फरवरी, 1970 में हुए पश्चिमी बंगाल विधान सभा के लिए निर्वाचन के लिए रानाघाट पश्चिम निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री सचिन्द्र नाथ सरकार, ग्राम व डाकघर तहरेपुर, 'ई' ब्लॉक, रोड नं० 634, पी० एस० राना-घाट, जिला नादिया (पश्चिमी बंगाल) लोक प्रतिनिधित्व अधिनियम 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार उसे सम्यक सूचना दिए जाने पर भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री सचिन्द्र नाथ सरकार को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित करता है ।

[सं० प० ब० वि० सं०/74/69(5)]

New Delhi, the 4th April 1970

S.O. 1529.—Whereas the Election Commission is satisfied that Shri Bankey Lal R/O Village Daulatpur, Post Office Tera, District Shahjahanpur, Uttar Pradesh a contesting candidate for bye-election to the Uttar Pradesh Legislative Assembly from 61-Powayan (SC) assembly constituency has failed to lodge an account of his election expenses within the time and in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, after considering the representation made by the said candidate, the Election Commission is further satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Bankey Lal to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/61/69(Bye)/(24).]

नई दिल्ली, 4 अप्रैल, 1970

एस० ओ० 1529.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए उप-निर्वाचन के लिए 61-पुवायां (अ० ज०) सभा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री बांके लाल, निवासी ग्राम दोलतपुर, पो० ओ० तेरा, जिला शाहजहाँपुर, उत्तर प्रदेश, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित समय तथा रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में अग्रसर रहे हैं ।

2. और, यतः, उक्त उम्मीदवार द्वारा दिए गए अभ्यावेदन पर विचार करने के पश्चात् निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री बांके लाल को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० उ० प्र०-वि० सं०/61/69 (उप) (24)]

New Delhi, the 7th April 1970

S.O. 1530.—Whereas the Election Commission is satisfied that Shri Mohit Kumar Kundu, 10/1-B, Satrugna Ghosh Lane, Calcutta-12 a contesting candidate for the mid-term election held in February, 1969, to the West Bengal Legislative

Assembly from Haringhata constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951 and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has not good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mohit Kumar Kundu to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. WB-LA/77/69(8).]

नई दिल्ली, 7 अप्रैल, 1970

एस० एम० 1530.—यतः निर्वाचन आयोग का समाधान हो गया है कि फरवरी, 1969 में हुये पश्चिमी बंगाल विधान सभा के लिए मध्यावधि निर्वाचन के लिए हरिषंटा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मोहित कुमार कुन्दु 10/1 बी, शत्रुघन घोष लेन, कलकत्ता-12, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा यथा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं।

और, यतः, उक्त उम्मीदवार उसे सम्यक् सूचना दिए जाने पर भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं किया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री मोहित कुमार कुन्दु को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० प००० वि० सं०/77/69 (8)]

S.O. 1531.—Whereas the Election Commission is satisfied that Shri Deveshwara Nand alias Daya Nand Giri, S/o Shri Padma Prasad, R/o village Makhdumpur, P.O. Atraulia (Branch P.O. Lakhandeesh), District Azamgarh, Uttar Pradesh, a contesting candidate for election to the Uttar Pradesh Legislative Assembly from 218-Atraulia Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Deveshwara Nand alias Daya Nand Giri, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/218/69(19).]

एस० एम० 1531:—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए निर्वाचन के लिए 218-अतरौलिया सभा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री देवेश्वरानन्द उर्फ दयानन्द गिरि सुपुत्र श्री पद्मा प्रसाद, निवासी ग्राम मखदूमपुर, पोस्ट अतरौलिया (सं० पो० लखनडीह) जिला आजमगढ़, उत्तर प्रदेश, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने उसे सम्यक् सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री वेवेश्वरानन्द उर्फ दयानन्द गिरि को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० उ० प्र०-वि० सं०/218/69(19).]

S.O. 1532.—Whereas the Election Commission is satisfied that Shri Naththa Ram Rawat, S/o Shri Badal, R/o village Gulariha, H/o Nigri, P.O. Jehangirabad, District Bara Banki, Uttar Pradesh, a contesting candidate for election to the Uttar Pradesh Legislative Assembly from 145-Nawabganj Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has not good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Naththa Ram Rawat, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/145/69(20).]

एस० ओ० 1532.—अतः, निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए निर्वाचन के लिए 145-नवाबगंज सभा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री नत्थाराम रावत, सुपुत्र श्री बादल निवासी ग्राम गुलरिया, मजरे निगरी, पोस्ट जहांगीराबाद, जिला बाराबंकी, उत्तर प्रदेश, लोक प्रतिनिधित्व अधिनियम 1951 तथा तद्घोष बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे है ;

और, यतः, उक्त उम्मीदवार ने उसे सम्यक् सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री नत्थाराम रावत को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० उ० प्र० - वि० सं०/145/69(20)]

S.O. 1533.—Whereas the Election Commission is satisfied that Shri Jamadar S/o Shri Tijsa, R/O Village Dalelnagar, hemlet Rojola, Post Office Usehat, District Budaun (Uttar Pradesh) a contesting candidate for mid-term general election to the Uttar Pradesh Legislative Assembly from 45-Usehat Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Jamadar S/o Shri Tiya, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/45/69(21).]

By Order,

A. N. SEN, Secy.

एस० नो० 1533.—यतः, निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए मध्यावधि निर्वाचन के लिए 45 उस हस्त सभा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जमादार सुपुत्र श्री तिजा, निवासी गांधी दलेलनगर, मजरा रिओला, पो० उसहत, जिला बदायूँ (उत्तर प्रदेश) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे है।

और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री जमादार सुपुत्र श्री तिजा को संसद् के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालवधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि० सं०/45/69(21).]

आदेश से,

ए० एन० सैन, सचिव।

MINISTRY OF HOME AFFAIRS

New Delhi, the 16th April 1970

S.O. 1534.—in exercise of the powers conferred by sub-section (1) of section 492 of the Code of Criminal Procedure, 1898 (5 of 1898) the Central Government hereby appoints Shri Z. A. Khalidi, an Advocate and Deputy Legal Adviser attached to the Central Bureau of Investigation as Special Public Prosecutor for the conduct of matters arising out of Special Police Establishment cases in the High Court of Maharashtra, Bombay.

[No. 228/8/68-AVD(II).]

B. C. VANJANI, Under Secy.

गृह मंत्रालय

नई दिल्ली 16 अप्रैल, 1970

न० आ० 1534.—केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता, 1898 (1898 का 5) की धारा 492 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय अन्वेषण ब्यूरो से सम्बद्ध उप विधि सलाहकार तथा अधिवक्ता श्री जेड० ए० खालिदी को महाराष्ट्र उच्च न्यायालय, बम्बई में

विशेष पुलिस संस्थान के मामलों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में एतद्द्वारा नियुक्ति करती है।

[सं० 228/8/68-प्र०स०प्र०(2)]

बी० सी० बनजानी, अवर सचिव।

New Delhi, the 24th April 1970

S.O. 1535.—In exercise of the powers conferred by sub-section (1) of section 3 of the Registration of Births and Deaths Act, 1969 (18 of 1969), the Central Government hereby appoints Shri A. Chandra Sekhar, at present Registrar General and *ex-officio* Census Commissioner, as the Registrar General, India.

[No. F.1/6/69-Pub.I.]

नई दिल्ली, 24 अप्रैल 1970

का०आ० 1535.—केन्द्रीय सरकार, जन्म तथा मृत्यु पंजीकरण अधिनियम, 1969 (1969 का 18) की धारा (3) की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्तमान महापंजीकार तथा पवेन जनगणना आयुक्त श्री ए० चन्द्रशेखर को महापंजीकार, भारत, के पद पर एतद्द्वारा नियुक्त करती है।

[सं० एफ० 1/6/69-पब-1]

S.O. 1536.—In exercise of the powers conferred by sub-section (1) of Section 4 of the Census Act, 1948 (37 of 1948), the Central Government hereby appoints Shri A. Chandra Sekhar, Registrar General, India, as the Census Commissioner.

[No. F.1/6/69-Pub.I.]

K. R. PRABHU, Jt. Secy.

का०आ० 1536.—केन्द्रीय सरकार, जनगणना अधिनियम, 1948 (1948 का 37) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री ए० चन्द्र शेखर, महापंजीकार, भारत, को जनगणना आयुक्त के पद पर एतद्द्वारा नियुक्त करती है।

[सं० एफ० 1/6/69-पब-1]

के० आर० प्रभु, संयुक्त सचिव।

NOTICE

New Delhi, the 21st April 1970

S.O. 1537.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri D. D. Kohli, Advocate, Delhi, for appointment as a Notary to practise in the Union Territory of Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. 22/10/70-Judl.III.]

K. THYAGARAJAN.

Competent Authority.

नोटिस

नई दिल्ली, 21 अप्रैल, 1970

एस० ओ० 1537.—इसके द्वारा लेख्य प्रमाणक नियम (नोटेरीज रूल्स), 1956 के नियम 6 के अनुसार, सक्षम प्राधिकारी द्वारा सूचना दी जाती है कि उक्त प्राधिकारी को श्री डी० डी० कोहली, अधिवक्ता, दिल्ली ने उक्त नियमों के नियम 4 के अधीन, दिल्ली प्रदेश में लेख्य प्रमाणक (नोटेरी) का काम करने की नियुक्ति के लिए आवेदन-पत्र भेजा है ।

उक्त व्यक्ति की लेख्य प्रमाणक के रूप में नियुक्ति के बार में यदि कोई आपत्तियाँ हों तो वे इस नोटिस के प्रकाशित होने के चौदह दिन के अन्दर नीचे हस्ताक्षर करने वाले को लिख कर भेज दिये जायें ।

[संख्या 22/10/70—न्यायिक—3]

के० त्यागराजन संक्षम प्राधिकारी ।

MINISTRY OF FINANCE

(Department of Banking)

New Delhi, the 18th April 1970

S.O. 1538.—In exercise of the powers conferred upon it by clause (c) of section 10 of the Agricultural Refinance Corporation Act, 1963 (10 of 1963), the Central Government hereby appoints Shri T. P. Singh, I.C.S., Secretary, Departments of Agriculture, Community Development and Cooperation, as a director of the Agricultural Refinance Corporation vice Shri B. R. Patel.

[No. F.14/21/70-SB.]

K. RAMAMURTHY, Jt. Secy.

(Department of Banking)

New Delhi, the 22nd April 1970

S.O. 1539.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to the National and Grindlays Bank Ltd. till the 15th April, 1971, in respect of the shares of the Malcha Properties Ltd. held by it as an absolute owner.

[No. F.15(9)-BC/70.]

बैंक संचालन (बैंकिंग विभाग)

नई दिल्ली, 22 अप्रैल, 1970

एस० ओ० 1539.—बैंकिंग विनियमन अधिनियम, 1949 (1949 के 10वें) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद् द्वारा घोषित करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबन्ध नेशनल एण्ड ग्रिडलेज बैंक लिमिटेड पर उक्त बैंक द्वारा एक मात्र स्वामी के रूप में अपने पास रखे गये मालचा प्रापर्टीज लिमिटेड के शेयरों के सम्बन्ध में 15 अप्रैल, 1971 तक लागू नहीं होंगे ।

[संख्या एफ० 15(9)—बी० सी०/70.]

S.O. 1540.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India hereby declares that the provisions of sub-clause (i) of clause (c) of sub-section (1) of section 10 of the said Act shall not, till the 30th April 1971, apply to the Chartered Bank, Calcutta, in so far as the said provisions prohibit Mr. A. A. Norrie, Chief Manager for India (Chief Executive Officer in India) from being director of the Industrial Credit and Investment Corporation of India Ltd., being a company registered under the Indian Companies Act, 1913 (VII of 1913).

[No. F.15(10)-BC/70.]

K. YESURATNAM. Under Secy.

एस० ओ० 1540.—बैंकिंग विनियमन अधिनियम 1949 (1949 के 10 वें) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक की सिफारिश पर केन्द्रीय सरकार एतद्वारा घोषित करती है कि उपर्युक्त अधिनियम की धारा 10 की उपधारा (1) के खंड (ग) के उपखण्ड (i) के उपबन्ध, जहां तक उनका सम्बन्ध, भारत के लिए मुख्य प्रबन्धक (भारत में मुख्य कार्यकारी अधिकारी) श्री ए० ए० नोरी के, भारतीय समवाय अधिनियम, 1913 (1913 के सातवें) के अन्तर्गत कम्पनी के रूप में पंजीकृत भारतीय औद्योगिक ऋण तथा निवेश निगम लिमिटेड के निदेशक बनने से है, चार्टर्ड बैंक, कलकत्ता पर 30 अप्रैल, 1971 तक लागू नहीं होंगे।

[संख्या एफ० 15(10)-बी० सी०/70]

नई दिल्ली, 29 जनवरी 1970

एस० ओ० 595.—बैंकिंग विनियमन अधिनियम 1949 (1949 का 10वां) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबन्ध, नेशनल एण्ड ग्रिडलेज बैंक लिमिटेड, कलकत्ता पर बन्धकग्राही के रूप में निम्नलिखित कम्पनियों के रखे गये शेयरों के सम्बन्ध में जिसका विवरण उन कम्पनियों के सामने दिया गया है, 31 मार्च, 1970 तक लागू नहीं होंगे।

कम्पनी का नाम	बन्धक रखने की तारीख	धारित शेयरों का शुक्ता मूल्य
(लाख रुपयों में)		
1. जे० के० आटोमोबाइल्स प्राइवेट लिमिटेड	24-11-1966	1.65
	3-2-1967	0.25
2. ग्लोब मैनेजमेंट प्राइवेट लिमिटेड	24-11-1966	3.06
	3-2-1967	0.05
3. ग्लोब यूनाइटेड इंजीनियरिंग एण्ड फाउण्डरी कम्पनी लिमिटेड	20-11-1967	8.80
	16-2-1968	8.81
	16-3-1968	0.05

[संख्या एफ० 15(12)-बी० सी०/69]

नई दिल्ली, 31 जनवरी, 1970

एस० ओ० 596.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का 10वां) की धारा 53 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 10 ख की उप-धारा (2) और (4) तथा धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) और (ii) के वे उपबन्ध जहां तक उनका सम्बन्ध वि विजय बैंक लिमिटेड, मंलौर के अध्यक्ष (मुख्य कार्यकारी अधिकारी) श्री एम० सुन्दर राम शेटी, के समवाय अधिनियम, 1956 (1956 का पहला) के अन्तर्गत पंजीकृत हुए, कृषि वित्त निगम लिमिटेड के निदेशक बनने पर प्रतिबन्ध लगने से है, उक्त बैंक पर पहली फरवरी, 1971 तक लागू नहीं होंगे।

[संख्या एफ० 15(11)-बी० सी०/69-ii]

एस० ओ० 597.—बैंकिंग विनियमन अधिनियम 1949 (1949 का 10वां) की धारा 53 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उपधारा (1) के खण्ड (ग) के उपखण्ड (i) और (ii) के वे उपबन्ध जहां तक उनका सम्बन्ध निम्नलिखित बैंकों के अभिरक्षक और/या मुख्य कार्यकारी अधिकारी, चाहे जिस नाम से उन्हें पुकारा जाय, के समवाय अधिनियम, 1956 (1956 का पहला) के अन्तर्गत पंजीकृत हुए कृषि वित्त निगम लिमिटेड के निदेशक बनने पर प्रतिबन्ध लगने से है, इन बैंकों पर पहली फरवरी 1971 तक लागू नहीं होंगे।

बैंक का नाम	अभिरक्षक/मुख्य कार्यकारी अधिकारी का नाम और पदनाम
1. सेन्ट्रल बैंक आफ इण्डिया, बम्बई	. श्री बी० सी० पटेल, अभिरक्षक
2. पंजाब नेशनल बैंक, नयी दिल्ली	. श्री एस० सी० त्रिखा, अभिरक्षक
3. बैंक आफ इण्डिया, बम्बई	. श्री टी० डी० कंसारा, अभिरक्षक
4. बैंक आफ बड़ौदा, बम्बई	. श्री एम० जी० पारीख, अभिरक्षक
5. युनाइटेड कमर्शियल बैंक, कलकत्ता	. श्री आर० बी० शाह, अभिरक्षक
6. यूनियन बैंक आफ इण्डिया, बम्बई	. श्री एफ० के० एफ० नारीमन, अभिरक्षक
7. देना बैंक, बम्बई	. श्री प्रवीणचन्द्र बी० गांधी, अभिरक्षक
8. सिण्डिकेट बैंक मनीषाल	. श्री टी० ए० पाई, अभिरक्षक
9. बैंक आफ महाराष्ट्र, पूना	. श्री सी० बी० जोग, अभिरक्षक
10. नेशनल एण्ड ग्रिण्डलेज बैंक लिमिटेड, कलकत्ता	. श्री डब्ल्यू० एम० बेनेट, भारत के लिए मुख्य प्रबन्धक
11. दी चार्टर्ड बैंक, कलकत्ता	. श्री ए० ए० नोरी, भारत के लिए मुख्य प्रबन्धक

[संख्या एफ० 15 (11) बी० सी०/69]

नई दिल्ली, 20 फरवरी 1970

एस० नो० 732.—चूंकि बैंकिंग विनियमन अधिनियम, 1949 (49 के दसवें अधिनियम) की धारा 45 की उपधारा (1) के अन्तर्गत, भारतीय रिजर्व बैंक द्वारा प्रस्तुत आवेदन-पत्र पर केन्द्रीय सरकार ने, उपर्युक्त धारा 45 की उपधारा (2) के अन्तर्गत नेशनल बैंक आफ लाहौर लिमिटेड, दिल्ली, के संबंध में, अधिस्थान (मोरेटोरियम) का आदेश जारी किया है;

और चूंकि भारतीय रिजर्व बैंक ने उपर्युक्त अधिनियम की धारा 45 की उपधारा (4) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नेशनल बैंक आफ लाहौर को, स्टेट बैंक आफ इंडिया में मिला देने की योजना तैयार की है ;

और चूंकि रिजर्व बैंक ने, उपर्युक्त धारा की उपधारा (6) के उपबंधों के अनुसार, उक्त योजना का मसौदा संबंधित बैंकों के पास भेजने के बाद, और उक्त योजना के संबंध में प्राप्त सुझावों और आपत्तियों पर विचार कर लेने के बाद, उस योजना में कुछ परिवर्तन किये हैं, और उसे मंजूरी के लिए केन्द्रीय सरकार के पास भेज दिया है;

इसलिये अब, उक्त अधिनियम की धारा 45 की उपधारा (7) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा इस योजना को, इसमें आगे उल्लिखित शर्तों पर मंजूर करती है।

- (1) नेशनल बैंक आफ लाहौर लिमिटेड, अन्तरक बैंक होगा और स्टेट बैंक आफ इंडिया अन्तरिती बैंक होगा।
- (2) उस तारीख से, जिसे केन्द्रीय सरकार, उपर्युक्त अधिनियम की धारा 45 की उपधारा (7) के अन्तर्गत निर्दिष्ट करे, (जिसे आगे निर्धारित तारीख कहा गया है) अन्तरिक बैंक के सब अधिकार, शक्तियां, दावे, मांगें, हित, प्राधिकार, विशेषाधिकार, लाभ, परिसर सहित चल और अचल परिसम्पत्तियां और सम्पत्तियां, जो धारण के अधिकारों, दायित्वों आदि के और किराये तथा अन्य रकमों और इकरारनामों के अधीन हैं, जो उन पट्टों या करारों द्वारा सुरक्षित या उनमें दर्ज हैं, जिनके अन्तर्गत उन्हें धारित किया गया हो, कार्यालय का सारा फर्नीचर, खुला साज-सामान, संयंत्र, साधन और उपकरण, पुस्तकें कागज, लेखन-सामग्री का भंडार, अन्य भंडार और सामान, स्ट्राकों, शेयरों तथा प्रतिभूतियों में किये गये सभी निवेश प्राप्त रकमों के हस्तगत और मार्गस्थ सभी विपन्न (बिल), हस्तगत कुल नगद रकम और बैंकों में चालू अथवा जमा खाते में जमा (मांगने पर तुरंत मिलने वाली तथा अल्प सूचना से मिलने वाली रकमों सहित) रकमें, बुलियन, सभी बही-ऋण, बंधक-ऋण तथा अन्य ऋण और उनके लिये कोई गारंटी या प्रतिभूतियों का लाभ, तथा अन्य सभी सम्पत्ति-अधिकार, यदि कुछ हों, तथा प्रत्येक प्रकार की परिसम्पत्ति, जिसमें, दावे दायर करने के समस्त अधिकार तथा अन्तरक बैंक के कारबार से संबंधित सभी गारण्टियों के लाभ शामिल हैं, ये सब इस योजना के अन्य उपबन्धों के अधीन, अन्तरिती बैंक के नाम अन्तरित हो जायेंगे तथा उसकी सम्पत्ति और परिसम्पत्ति हो जायेंगे और निर्धारित तारीख से, अन्तरक बैंक की सभी वेनदारियां और उसके कर्त्तव्य और दायित्व आगे निर्धारित सीमा तक और रीति के अनुसार, अन्तरिती बैंक की देनदारियां और उसके कर्त्तव्य और दायित्व हो जायेंगे।

पूर्वोक्तित उपबन्धों की व्यापकता पर प्रतिकूल प्रभाव डाले बिना, सभी संविदाएं, विलेख, बंधपत्र, करार, मुस्तारनामे, विधिक प्रतिनिधित्व के अधिकार-पत्र तथा किसी भी प्रकार के अन्य दस्तावेज,

जो निर्धारित तारीख से तुरंत पहले विद्यमान और लागू हों, अन्तरिती बैंक के विरुद्ध अथवा उसके पक्ष में आगे निर्धारित रीति से और सीमा तक लागू होंगे, तथा उन पर इस तरह से अमल किया जा सकेगा, मानो कि अन्तरक बैंक के वजाय, अन्तरिती बैंक उनके संबंध में एक पक्ष रहा हो अथवा उनकी अन्तरिती बैंक के पक्ष में ही जारी किया गया हो।

यदि कोई दावा, अपील अथवा किसी भी तरह की अन्य कानूनी कार्रवाई, अन्तरिक बैंक की ओर से या उसके विरुद्ध निर्धारित तारीख को विचाराधीन हो, तो वह समाप्त या बंद नहीं होगी और न किसी तरह से उस पर प्रतिकूल प्रभाव पड़ेगा, बल्कि योजना के अन्य उपबंधों के अधीन, उसके संबंध में आगे कार्रवाई की जायगी और उसे अन्तरिती बैंक द्वारा या उसके विरुद्ध लागू किया जाएगा।

यदि भारत से भिन्न किसी देश के कानूनों के अनुसार, इस योजना के उपबंध, स्वयंमेव, उस देश में स्थित किसी भी ऐसी परिसम्पत्ति या देनदारी को, जो अन्तरक बैंक के उपक्रम का अंग हो, अन्तरिती बैंक को अन्तरित करने या उसमें निहित करने के लिए प्रभावी न हों, तो इस प्रकार की परिसम्पत्ति या देनदारी के संबंध में अन्तरक बैंक के काम-काज निर्धारित तारीख को, अन्तरिती बैंक के, उस समय के मुख्य कार्यकारी अधिकारी को सौंप दिये जायेंगे और मुख्य कार्यकारी अधिकारी उन सब अधिकारों का प्रयोग कर सकेगा और वे सब कार्य बाह्य और बातें कर सकेगा, जिन अधिकारों का प्रयोग और जो कार्य बाह्य और बातें अन्तरक बैंक द्वारा अपने कामकाज की प्रभावी ढंग से परिसमाप्त करने के लिए की जातीं। मुख्य कार्यकारी अधिकारी ऐसी सभी कार्रवाइयां करेगा जो इस प्रकार के अन्तरण अथवा निधान को सम्पन्न करने के प्रयोजन के लिए भारत से भिन्न देश के कानून के अनुसार आवश्यक हों और उस संबंध में, मुख्य कार्यकारी अधिकारी, स्वयं या इस संबंध में अपने द्वारा अधिकृत किसी अन्य व्यक्ति की मारफत, अन्तरक बैंक की परिसम्पत्ति को बेचकर उसकी कीमत बमूल कर सकेगा या उसकी देनदारी को चुका सकेगा और बसूल रकम को अन्तरिती बैंक के नाम अन्तरित कर सकेगा।

(3) अन्तरक बैंक की लेखा-पुस्तकें, बंद कर दी जायेंगी और हिसाब संतुलित कर दिया जायगा और पहले, 10 जनवरी, 1970 को कारबार बंद होने के समय के तलपट तैयार किये जायेंगे, और उसके बाद निर्धारित तारीख से तुरंत पहले की तारीख को कारबार बंद होने के समय के तलपट तैयार किये जायेंगे और वे तलपट किसी ऐसे चार्टर्ड लेखापाल या चार्टर्ड लेखापालों की किसी ऐसी फर्म से परिचित और प्रमाणित कराये जायेंगे, जिसे इस प्रयोजन के लिये भारतीय रिजर्व बैंक ने अनुमोदित या नामरद किया हो।

ऊपर के पैराग्राफ के उपबंधों के अनुसार तैयार किये गये, अन्तरक बैंक के तलपटों की एक-एक प्रति, उनके प्राप्त होने के बाद यथासंभव शीघ्र ही अन्तरक बैंक के द्वारा, समवाय रजिस्ट्रार के पास दायर की जायेंगी और उसके बाद अन्तरक बैंक के लिए, तलपट या लाभहानि के लेखे तैयार करना या उन्हें सदस्यों के समक्ष प्रस्तुत करना, या समवाय रजिस्ट्रार के पास उसकी प्रतियां दायर करना अथवा तलपटों तथा लेखों पर विचार करने के लिए या किसी अन्य प्रयोजन के लिये वार्षिक सामान्य बैठक बुलाना, अथवा समवाय अधिनियम, 1956 (1956 के पहले अधिनियम) की धारा 156 के उपबंधों का पालन करना आवश्यक नहीं होगा और उसके बाद अन्तरक बैंक के निदेशक-मंडल के लिये भी यह जरूरी नहीं होगा कि वह धारा 285 द्वारा अपेक्षित रीति के अनुसार बैठक आयोजित करे।

(4) अन्तरिती बैंक, अन्तरक बैंक से परामर्श करके अन्तरक बैंक की सम्पत्ति और परिसम्पत्ति का मूल्यांकन तथा देनदारियों का हिसाब, निम्नलिखित उपबंधों के अनुसार, करेगा अर्थात्

(क) सरकारी प्रतिभूतियों समेत सभी निवेशों का मूल्यांकन उन बाजार-दरों के अनुसार किया जायगा, जो निर्धारित तारीख से तुरंत पहले के दिन की प्रचलित हों :

परन्तु केन्द्रीय सरकार की प्रतिभूतियों, जैसे डाकघर पत्रों, राजकोष बचत जमापत्रों जिन्हें केन्द्रीय सरकार की अल्पबचत योजना के अन्तर्गत जारी किया गया हो तथा अन्य प्रतिभूतियों और पत्रों का मूल्यांकन उनके अंकित मूल्य पर, या उक्त तारीख को तकद मिल सकने वाले मूल्य पर, दोनों में जो भी ज्यादा हो, किया जायगा;

(ख) जब किसी सरकारी प्रतिभूति का, जैसे कि जमींदारी उन्मूलन बाडों या इसी तरह की दूसरी प्रतिभूतियों का, जिनके सम्बन्ध में मूल रकम की अदायगी किस्तों में की जानी हो, बाजार-मूल्य ठीक ठीक मालूम न हो सके, अथवा किसी अन्य कारण से, उसे उसके सही मूल्य का द्योतक न माना जाय या अन्यथा उचित न समझा जाय, तो प्रतिभूति का मूल्यांकन, उस रकम के आधार पर किया जायगा, जो मूल रकम और व्याज की बाकी अदा की जाने वाली किस्तों और उस अवधि की दृष्टि से जिसमें इस तरह की किस्तें अदा की जानी हों तथा उस सरकार द्वारा जारी की गयी किसी भी प्रतिभूति की आमदनी की दृष्टि से जिससे प्रतिभूति सम्बन्धित हो, और उतनी ही या लगभग उतनी ही परिपक्वता की अवधि तथा अन्य तत्संगत बातों की दृष्टि से उचित समझा जायगा।

(ग) जिस मामले में किसी प्रतिभूति शेयर ऋणपत्र बांड अथवा अन्य निवेश के बाजार-मूल्य को इसलिए उचित न समझा जाय कि उस पर असाधारण बातों का असर पड़ा है तो उस निवेश का मूल्यांकन, किसी भी उचित अवधि के औसत बाजार मूल्य के आधार पर किया जा सकेगा;

(घ) जिस मामले में, किसी प्रतिभूति, शेयर, ऋण-पत्र, बांड अथवा अन्य निवेश के बाजार मूल्य का ठीक ठीक पता न चल सके, उस मामले में केवल ऐसे मूल्य के अनुसार, यदि कोई हो, मूल्यांकन किया जायगा, जिसे शेयर आदि जारी करने वाले प्रतिष्ठान की वित्तीय स्थिति की ओर ध्यान देते हुए, पिछले पांच वर्षों में उसके द्वारा दिये गये लाभांशों तथा अन्य तत्संगत बातों पर विचार करते हुए उचित समझा जाय;

(ङ) दावों की पूर्ति में प्राप्त किये गये परिसर तथा सब प्रकार की अन्य अचल सम्पत्तियों तथा सब प्रकार की परिसम्पत्तियों का मूल्यांकन भी उनके बाजार मूल्य के आधार पर किया जायगा;

(च) फर्नीचर और फिक्सचर की वस्तुओं, भंडार में रखी लेखन-सामग्री तथा अन्य परिसम्पत्ति का मूल्यांकन, लेखा-पुस्तकों में दर्ज, कम करके दिखाये गये मूल्य के अनुसार या उनके वसूली योग्य मूल्य के अनुसार, जिसे भी उचित समझा जाय, किया जायगा।

(छ) खरीदी और भूनायी गयी हुण्डियों, बही ऋणों और विविध परिसम्पत्तियों समेत अग्रिमों की जांच पड़ताल अन्तरिती बैंक द्वारा की जायगी और उनकी जमानत के तौर पर धारित प्रतिभूतियों तथा गारण्टियों की जांच और उसका सत्यापन भी अन्तरिती बैंक द्वारा किया जायगा। उसके बाद, अग्रिमों को, जिनमें उसके अंश भी शामिल होंगे, दो वर्षों में बांटा जायगा अर्थात् "अग्रिम जो सुशोध्य और तत्काल वसूली योग्य समझे जाते हों" तथा "अग्रिम जो तत्काल वसूली योग्य न समझे जाते और/अथवा अशोध्य समझे जाते हों या जिनकी वसूली संदिग्ध समझी जाती हो।"

(ज) अन्तरक बैंक के साथ मिलाये गये प्रभात बैंक लिमिटेड की वसूल न हुई परिसम्पत्ति का मूल्यांकन प्रभात बैंक लिमिटेड को अन्तरक बैंक के साथ मिलाने की उस योजना के अनुसार किया जायगा, जिसकी स्वीकृति केन्द्रीय सरकार ने, भारत सरकार के वित्त मंत्रालय (अर्थ विभाग) की अधिसूचना संख्या एफ ० 4 (100)-बी०सी०/६०, दिनांक 20 फरवरी, 1961 के द्वारा दी थी।

11. इस योजना के प्रयोजन के लिए, देनदारियों में, वे सब आकस्मिक देनदारियां शामिल हूँगी, जिनकी पूर्ति अन्तरिती बैंक को उचित रूप से, निर्धारित तारीख को या उसके बाद अपने साधनों-स करनी पड़े या उसको पूर्ति की आशा उचित रूप से अन्तरिती बैंक से की जाय।

III. जिस परिसम्पत्ति का मूल्यांकन निर्धारित तारीख तक न किया जा सकेगा, उस परिसम्पत्ति को, भारतीय रिजर्व बैंक के अनुमोदन से, आंशिक या सम्पूर्ण रूप में, किसी बाद की तारीख को वसूल हो सकने वाली परिसम्पत्ति माना जा सकता है।

किसी परिसम्पत्ति के मूल्यांकन, किसी अग्रिम के वर्गीकरण अथवा किसी देनदारी के निर्धारण के सम्बन्ध में अन्तरिती बैंक और अन्तरक बैंक के बीच मतभेद हो जाने पर उस मामले को भारतीय रिजर्व बैंक को सौंपा जायगा जिसकी राय उस मामले में अन्तिम होगी।

परन्तु जब तक इस प्रकार की राय प्राप्त न हो, तब तक उस परिसम्पत्ति या उसके भाग के सम्बन्ध में अन्तरिती बैंक द्वारा किये गये मूल्यांकन को ही, इस योजना के प्रयोजन के लिए, अन्तिम रूप से, मान लिया जायगा।

आवश्यकता पड़ने पर रिजर्व बैंक को यह अधिकार होगा कि वह परिसम्पत्ति की किसी ऐसी मद के मूल्यांकन या देनदारी की किसी ऐसी मद के निर्धारण के सम्बन्ध में, ऐसा तकनीकी परामर्श प्राप्त करे, जिसे इस सम्बन्ध में वह उचित समझे और इस तरह का परामर्श प्राप्त करने का पूरा खर्च, अन्तरक बैंक की परिसम्पत्ति में से अदा किया जायगा।

उपर्युक्त उपबन्धों के अनुसार किा गया, परिसम्पत्तियों का मूल्यांकन और देनदारियों का निर्धारण, दोनों बैंकों, उनके सदस्यों और ऋणदाताओं को अनिवार्य रूप से मानना पड़ेगा।

(5) अन्तरक बैंक की सम्पत्ति और परिसम्पत्ति के अन्तरिती बैंक के नाम अन्तरित किये जाने के एवज में, अन्तरिती बैंक, अन्तरक बैंक की देनदारियों को उस सीमा तक धुकाएगा जिसका उल्लेख, इस खण्ड और इसके बाद के खण्डों में किया गया है :—

(क) अन्तरक बैंक के किसी भी कर्मचारी द्वारा उस बैंक में कर्मचारी जमानत के रूप में जमा की गयी रकमों की और निर्धारित तारीख तक के व्याज की यदि कुछ हो तो और जमा रकमों को छोड़ कर निर्धारित तारीख तक की सारी अन्य बाहरी देनदारियों की पूरी अदायगी या पूर्ति की व्यवस्था की जायगी।

व्याख्या :

इस खण्ड के प्रयोजनों के लिए जमा रकम पर निर्धारित तारीख तक देय, व्याज को, सम्बद्ध जमा रकम का ही अंग माना जायगा :

(ख) अन्तरक बैंक में खुले प्रत्येक बचत बैंक खाते अथवा चालू खाते अथवा सावधि जमा खाते सहित किसी दूसरे जमा खाते, नगदी-पत्र, मासिक जमा खाते, मांगते ही अदा की जाने वाली या अल्प सूचना पर अदा की जाने वाली जमा के खाते या किसी भी अन्य प्रकार के जमाखाते के सम्बन्ध में चाहे उसे किसी भी नाम से पुकारा जाय और हर प्रकार के दूसरे खाते के सम्बन्ध में जो खण्ड (क) के अन्तर्गत नहीं आते, तथा उस व्याज के बारे में, जो इस योजना के अन्तर्गत निर्धारित सीमा तक दिया जा सकता है, अन्तरिती बैंक अपने यहां निर्धारित तारीख को, सम्बद्ध खाताधारी (खाताधारियों) के नाम उतनी ही रकम का उसी तरह का खाता खोलेगा और उस खाते में निर्धारित तारीख को इस योजना के प्रयोजनों के लिये मूल्यांकन उन परिसम्पत्तियों में से जिनका उल्लेख पैराग्राफ (4) में किया गया है प्रत्येक खाते के सम्बन्ध में उपलब्ध आनुपातिक अंश के बराबर की रकम जमा करेगा, परन्तु इस प्रकार मूल्यांकन उपर्युक्त परिसम्पत्तियों में से, अग्रिमों की वह रकम घटा दी जायगी जिसे तुरन्त वसूली योग्य न समझा जाय, या अशोध्य माना जाय या जिसकी वसूली संदिग्ध हो और वह परिसम्पत्ति या परिसम्पत्ति का भाग भी कम किया जायगा जिसका मूल्यांकन

निर्धारित तारीख तक न किया गया हो, और वे रकमों भी घटा दी जायेंगी जो उपर्युक्त खण्ड (क) में उल्लिखित व्यवस्थाओं या अदायगियों के लिए आवश्यक हों, पर इस प्रकार से मूल्यांकित उपर्युक्त परिसम्पत्तियों में, अन्तरक बैंक के नाम जारी किये गये दिनांक 9 जनवरी, 1970 के अधिस्थान आदेश के पैराग्राफ 2 के खण्ड (क) (1) के उपबन्धों के अनुसार की गयी अदायगियों की कुल रकम जोड़ दी जायगी। परन्तु किसी जमा खाते से, 11 जनवरी 1970 को या उसके बाद किन्तु निर्धारित तारीख से पहले की गयी किसी भी अदायगी को इस खण्ड के अन्तर्गत जमा की जाने वाली रकम का हिसाब लगाने के सम्बन्ध में हिसाब में लिया जायगा और उसके अनुसार जमा की जाने वाली रकम इस तरह की अदायगी की रकम घटाने के बाद बचा हुआ आनुपातिक अंश होगी।

एक परन्तुक यह भी है कि जिस मामले में अन्तरिती बैंक को किसी विशेष खाते में की गयी प्रविष्टियों के ठीक होने के बारे में उचित आधार पर सन्देह हो जाय तो वह रिजर्व बैंक की स्वीकृति से इस खण्ड के उपबन्धों के अनुसार इस खाते में उस समय तक रकमों जमा किये जाने को रोक सकता है जब तक कि अन्तरिती बैंक इस तरह के खाते में जमा रकम का ठीक-ठीक पता न लगा सके।

व्याख्या : “आनुपातिक” शब्द का अर्थ जहां तक कि वह शब्द इस पैराग्राफ में आता है, “10 जनवरी 1970 को कारबार बंद होने पर (उस तारीख तक अदा किये जाने वाले व्याज सहित) सम्बद्ध देय रकमों के अनुपात में है और जहां तक यह शब्द इस योजना में अन्यत्र प्रयुक्त हुआ इसका अर्थ है “उन सम्बद्ध रकमों के अनुपात में, जो अदायगी या वितरण के समय देय हों।”

(ग) जब उपर्युक्त खण्ड (ख) में निर्दिष्ट रकम जमा कर दी जाय, तब, अन्तरिती बैंक, कम से कम विलम्ब करते हुए, पर निर्धारित तारीख से अधिक से अधिक तीन महीने के अन्दर जम बीमा निगम अधिनियम 1961 (1961 के सैतालीसवें अधिनियम) के अन्तर्गत स्थापित जमा बीमा निगम को (जिसे आगे निगम कहा गया है), उस अधिनियम की धारा 18 की उपधारा (1) की अपेक्षाओं की हर तरह से पूर्ति करते हुए एक सूची देगा और उसके बाद जब कभी उस अधिनियम की धारा 18 की उपधारा (2) में निर्दिष्ट रकमों निगम से प्राप्त हों, तब अन्तरिती बैंक उस तारीख या उन तारीखों के सात दिन के अन्दर अन्दर जब ये रकमों प्राप्त हुई हों खण्ड (ख) में निर्दिष्ट खातों में से प्रत्येक खाते में उतनी रकम जमा करा देगा जितनी, उस अधिनियम की धारा 18 की उपधारा (2) के अनुसार उस खाते में जमा की जानी हों।

परन्तु :—

- (i) यदि कोई खाता जिसका उल्लेख खंड (ख) में किया गया है उस समय बन्द कर दिया गया हो या अदायगी के लिये परिपक्व हो गया हो जिसे उस खाते में जमा किये जाने के लिये कोई रकम निगम से प्राप्त हुई हो तो उक्त रकम प्राप्त करने का हक रखने वाले व्यक्ति को, रकम की अदायगी अन्तरिती बैंक द्वारा नगदी के रूप में की जायेगी;
- (ii) यदि ऐसा व्यक्ति, जिसे खण्ड (ख) में उल्लिखित कोई रकम पाने का हक हो, न मिल सके और आसानी से उसका पता न लग सके, तो इस तरह के व्यक्ति को देय रकम की व्यवस्था निगम को अपनी लेखा-पुस्तकों में अलग से की जायगी और उसका हिसाब अलग से रखा जायगा और निगम के लिये यह जरूरी नहीं होगा कि वह अन्तरिती बैंक को इन रकमों की अदायगी करें, जब तक की रकम को पाने का हक रखने वाला व्यक्ति मिल न जाय या उसका पता न चल जाय और निगम उस व्यक्ति को अन्तरिती बैंक की मारफत अदायगी करने का फैसला न कर ले ;

(घ) निर्धारित तारीख को, अन्तरक बैंक की सारी चुकता पूजी और उसकी कुल प्रारक्षित रकम को, अन्तरक बैंक के अशोध्य ऋणों तथा संदिग्ध ऋणों तथा इसकी परिसम्पत्तियों के मूल्यांकन

के सम्बन्ध में की गयी व्यवस्था के रूप में मान लिया जायगा और अन्तरक बैंक के सदस्यों के अधिकारों के लिए अन्तरिती बैंक के सम्बन्ध में, नीचे दिये पैराग्राफ (6) में उल्लिखित रीति के अनुसार व्यवस्था की जायगी।

6 (क) पिछले पैराग्राफ के खण्ड (ख) में उल्लिखित प्रत्येक खाते को जिसकी रकम यदि कुछ हो तो उस खण्ड तथा खण्ड (ग) के अनुसार जमा न की गयी हो; और

(ख) अन्तरक बैंक के ऐसे प्रत्येक शेयर को, जिसकी रकम निर्धारित तारीख से तुरन्त पहले, प्रत्येक शेयर-होल्डर के द्वारा या उसकी ओर से शेयर-पूँजी के रूप में चुकता मान ली गयी हो और अथवा नीचे के खण्ड (i) के अनुसार अन्तरिती बैंक द्वारा की जाने वाली मांगों के कारण अदा की गयी रकम को, संग्रह खाते के रूप में मान लिया जायगा और इसी रूप में, वे रकमों अन्तरिती बैंक की लेखा-पुस्तकों में दर्ज कर दी जायेंगी और इस खाते में से अदायगियों निम्नलिखित रीति से की जायेंगी, अर्थात्,

(i) (क) अन्तरिती बैंक, ऐसे प्रत्येक व्यक्ति को, जिसे निर्धारित तारीख को अन्तरिती बैंक में एक शेयर के धारक के रूप में पंजीबद्ध किया गया हो (या जिसे इस प्रकार से पंजीबद्ध किये जाने का हक हासिल हो), उस तारीख को या उन तारीखों से जो निश्चित की जायें, तीन महीने की अवधि के अन्दर अन्दर, मांगी न गयी वह रकम (यदि कुछ हो) अदा करने के लिए कहेगा, जो इस तरह के शेयरों के सम्बन्ध में और बकाया मांगों के सम्बन्ध में अदा न की गयी हो;

(ख) प्रत्येक मामले की परिस्थितियों का ध्यान रखते हुए, अन्तरिती बैंक, खण्ड (क) के अन्तर्गत बकाया रकमों तथा अदायगी न करने की अवधि के लिए 6 प्रतिशत की वार्षिक दर से व्याज की रकम की मांग करने और उसे प्राप्त करने के लिए हर सम्भव उपाय करेगा;

(ii) अन्तरिती बैंक, अग्रिमों, खरीदी और भुनाई गयी ढुण्डियों, लेखा-पुस्तकों में दर्ज ऋणों, विविध ऋणों तथा अन्य परिसम्पत्तियों के सम्बद्ध में, जिन्हें "तुरन्त वसूल न हो सकने वाले और/या अशोध्य या संदिग्ध अग्रिम समझे जाने वाले ऋणों" के रूप में वर्गीकृत किया गया हो, अथवा जिनकी वसूली पूरा रूप में या आंशिक रूप में, उपर्युक्त पैराग्राफ (4) की शर्तों के अनुसार निर्धारित तारीख के बाद की गयी हो या की जा सकती हो, प्रत्येक मामले की परिस्थितियों को ध्यान में रखते हुए, रकम मांगने और उसे प्राप्त करने के लिए सम्भव उपाय करेगा, पर यदि किसी ऋण या परिसम्पत्ति की रकम 5000 रुपये से ज्यादा हो, तो अन्तरिती बैंक, भारतीय रिजर्व बैंक की सजुरी के बिना,

(क) कर्जदार या किसी अन्य व्यक्ति के साथ कोई समझौता या किसी तरह का करार न करेगा और न इस तरह के ऋण या इस तरह की परिसम्पत्ति को बढ़े खाते डालेगा;

(ख) उसे अन्तरित की गयी किसी भी तरह की प्रतिभूतियों या उसके द्वारा प्राप्त किसी भी तरह की परिसम्पत्ति को न तो बेचेगा और न किसी अन्य प्रकार से उनका निपटारा करेगा;

(iii) इसके अलावा, अन्तरिती बैंक, हर मामले की परिस्थितियों का ध्यान रखते हुए, उन रकमों (यदि कुछ हों) की मांग करने और वसूली करने के लिए भी सब सम्भव उपाय करेगा, जो उच्च न्यायालय ने, बैंकिंग विनियमन अधिनियम,

1949, की धारा 45ज के साथ तथा समवाय अधिनियम 1956 (1956 के पहले अधिनियम की धारा 543 के साथ पठित, बैंकिंग विनियमन अधिनियम 1949 की धारा 45ड के अन्तर्गत अन्तरक बैंक के किसी प्रवर्तक, निदेशक, प्रबन्ध या अन्य अधिकारी के जिम्मे नुकसानी (डैमेजेज) के रूप में डाल दी हो।

(iv) अन्तरिती बैंक, ऊपर के खण्ड (i), (ii) तथा (iii) में उल्लिखित मदों के आधार पर उसके द्वारा वसूल की गयी रकमों में से किसी भी आकस्मिक देनदारी के सम्बन्ध में उस सीमा तक अदायगी कर सकता है या अदायगी की व्यवस्था कर सकता है जिस सीमा तक पैराग्राफ 5 (क) में उसके लिए की गयी व्यवस्था कम हो और साथ ही रिजर्व बैंक की पूर्वानुमति से ऐसी हर देनदारी के लिए चाहें वह सापेक्ष हो या निरपेक्ष हो अदायगी कर सकता है या अदायगी की व्यवस्था कर सकता है जो उपर के पैराग्राफ (4) की शर्तों के अनुसार आंका न गया हो और जो निर्धारित तारीख को या उसके बाद उत्पन्न हुई हो या जिसका पता उस तारीख को या उसके बाद चला हो।

(v) अन्तरिती बैंक, ऊपर खण्ड (i), (ii) तथा (iii) में उल्लिखित मदों के आधार पर उसके द्वारा की गयी वसूलियों की रकम में से उस प्रयोजन के लिए किये गये व्यय को घटाकर तथा भारतीय रिजर्व बैंक की मंजूरी से, ऐसे अन्य खर्चों को घटाकर जिन्हें उचित माना जाय और उस रकम को घटाकर, जिसका विनियोग उसमें से ऊपर के खण्ड (iv) के अनुसार कर लिया गया हो, अथवा बाकी रकम में से, यदि कुछ हो, जो इस योजना के प्रयोजन के लिए आंकी गयी सापेक्ष देनदारियों के सम्बन्ध में, इस प्रकार की देनदारियों का ठीक ठीक पता अन्तिम रूप से लगा लिए जाने के बाद, पूरी रकम में से उपलब्ध हो ;

(क) अन्तरिती बैंक द्वारा निगम से, जमा बीमा निगम अधिनियम, 1961 (1961 के सैतालीसवें अधिनियम) की धारा 18 की उपधारा (2) के अन्तर्गत प्राप्त रकम तथा निगम द्वारा रखी गयी रकम, यदि कुछ हो, निगम को देगा ; और

(ख) उन जमाकर्ताओं के मामले में, जिनके सम्बन्ध में, अन्तरिती बैंक को निगम से कुछ रकमें प्राप्त न हुई हों, संग्रह-खातों के सम्बन्ध में देय रकमों, और उन जमाकर्ताओं के मामले में, जिनके सम्बन्ध में, अन्तरिती बैंक को निगम से कुछ रकमें प्राप्त हुई हों, या उनकी व्यवस्था निगम ने की हो, वह बाकी रकम अदा करेगा, यदि कुछ होगी, जो उनके संग्रह खातों में उनकी देय हो पर यह अदायगी तब की जायगी जबकि उपर्युक्त खातों में से निगम को देय रकमों को जो निगम द्वारा निर्धारित रकमों या की गयी अदायगियों के सम्बन्ध में हो, पहले ऊपर के उपखण्ड (क) के उपबन्धों के अनुसरण में अदा किया जा चुका हो।

परन्तु यह शर्त है कि यदि ऐसा करना आवश्यक हो तो, निगम को देय रकम के लिए अन्तरिती बैंक के खातों में व्यवस्था की जाय और उसकी अदायगी जमा बीमा निगम सामान्य विनियमावली, 1961 के विनियम 22 के खण्ड (ख) में निर्दिष्ट तरीके से निगम को की जाय।

यह भी शर्त है कि उपर्युक्त खण्ड (क) में निर्दिष्ट अदायगियां अन्तरिती बैंक निम्नलिखित प्रकार से करेगा :—

- (i) यदि पैराग्राफ (5) के खण्ड (ख) में उल्लिखित तदनुसार अथवा उस प्रकार के खाते बन्द नहीं हुए हैं या उनकी अदायगी देय नहीं हुई है तो उम खाते में रकम जमा करके ; और
 - (ii) यदि उक्त खाता बन्द हो गया है या उसमें अदायगी देय हो गयी है तो अन्तरिती बैंक नकद अदायगी करेगा ।
- (VI) उपर्युक्त खण्ड (V) के उप-खण्ड (क) की शर्तों के अनुसार निगम को देय रकम तथा उस खण्ड के उप-खण्ड (ख) के अनुसार जमाकर्ताओं के संग्रह खातों की देय रकम परस्पर समान होंगी और यदि उनकी अदायगी की पूरी रकम नहीं दी जा सकती हो तो उन दोनों रकमों में समान अनुपात में कमी की जायगी ।
- (VII) इस पैराग्राफ के खण्ड (V) में निर्दिष्ट अदायगियां करने के बाद अथवा उनके लिए पूरी रकम की व्यवस्था कर देने के बाद, खण्ड (V) में निर्दिष्ट रकमों की शेष राशि में से, जो बैंक के पास उपलब्ध हो, अन्तरिती बैंक अन्तरक बैंक के पहले के शेयर होल्डरों के हिसाब में देय रकमों की, यदि कोई हों तो, समान-अनुपात में अदायगी करेगा ।

इस खण्ड के अधीन यह व्यवस्था है कि अन्तरिती बैंक किसी व्यक्ति को, जिसे कोई रकम देय हो, उसके सम्बन्ध में उचित नोटिस, जो तीन महीनों से अधिक और एक महीने से कम अवधि का नहीं होगा, जैसा वह बैंक उपयुक्त समझे, देगा, और

- (क) यदि इस नोटिस की अवधि में, उक्त रकम की नकद अदायगी के लिए लिखित अनुरोध प्राप्त न हो और देय अदायगी की रकम भी अन्तरिती बैंक के सामान्य शेयर के उस उच्चतम अन्तिम मूल्य से कम न हो, जो उस तारीख को जब नोटिस जारी किया जाय या उस तारीख से तुरन्त पहले की तारीख को, मान्यता-प्राप्त शेयर बाजार द्वारा सूचित किया गया हो, या उस स्थिति में जब अन्तरिती बैंक के साधारण शेयर का निष्कर्ष किसी मान्यता प्राप्त शेयर बाजार द्वारा सूचित न किया गया हो, तब रिजर्व बैंक द्वारा निर्धारित शेयर के मूल्य से कम न हो तो अन्तरिती बैंक आदाता को अन्तरिती बैंक के एक या अधिक शेयर, जितने दिये जा सकते हों, देगा और यदि कुछ रकम शेष रह जाय तो उसे नकद अदा कर देगा ; और
- (ख) और यदि उपर्युक्त खण्ड (क) में उल्लिखित शर्तें पूरी न की जायं तो अन्तरिती बैंक उस रकम की अदायगी नकदी में करेगा ।

यह भी व्यवस्था है कि प्रत्येक मामले में शेयरों का आवंटन अथवा पूर्वोक्त अदायगियां अदायगी देय होने के सम्बन्ध में इस योजना के उपबन्धों के अनुसार नोटिस जारी किये जाने की सम्भावित तारीख से छः महीनों की समाप्ति के पहले की जायेंगी ।

- (VIII) इस पैराग्राफ में निर्दिष्ट संग्रह खातों को देय रकमों के सम्बन्ध में अन्तरिती बैंक की देनवारी उतनी रकम तक ही होगी जितनी रकम तक के लिए इस योजना में व्यवस्था की गयी है ;

(IX) निर्धारित तारीख से 12 वर्ष समाप्त होने पर अथवा इस प्रयोजन के लिए भारतीय रिजर्व बैंक से विचारविमर्श करने के बाद केन्द्रीय सरकार द्वारा निर्धारित उस से पहले की अवधि समाप्त होने पर इस पैराग्राफ के खण्ड (ii) में निर्दिष्ट कोई वस्तु जिसकी कीमत उस तारीख तक वसूल न की गयी हो, उस वस्तु का मूल्य निर्धारण अन्तरिती बैंक द्वारा रिजर्व बैंक के साथ विचार-विमर्श करने के बाद किया जायगा और उस मूल्य-निर्धारण के अनुसार जो रकम या रकमें निर्धारित की जायें उनका वितरण अन्तरिती बैंक उन रकमों में से इस पैराग्राफ के खण्ड (iv) में निर्दिष्ट देनदारियों को पूरा करने के लिए जो उस तारीख तक पूरी न की गयी हों, आवश्यक रकम काट लेने के बाद उपर्युक्त खण्ड (v) (vi) और (vii) में निर्धारित किये गये क्रम और रीति के अनुसार करेगा।

(X) पूर्ववर्ती खण्ड (i), (ii) और (iii) में उल्लिखित मदों के सम्बन्ध में वसूल की गयी ऐसी रकमों को जो अन्तरिती बैंक द्वारा की जाने वाली तुरन्त अवायगियों के लिए सम्भवतः आवश्यक न हो अन्तरिती बैंक अपने पास अथवा किसी अन्य बैंक/ बैंकों के पास ब्याज रकमों में उस तरीके से और उतनी अवधि के लिए जो तरीका और जो अवधि इस मामले के तथ्यों और परिस्थितियों को ध्यान में रखते हुए आवश्यक हो अथवा रिजर्व बैंक के निदेशानुसार निविष्ट करेगा। इन निवेशों से प्राप्त होने वाली ब्याजकी रकम खण्ड (iv), (v), (vi) और (vii) में निर्दिष्ट देनदारियों को उन खण्डों में बतायी गयी रीति से पूरा करने के लिए हस्तेमाल की जायगी।

7. पूर्ववर्ती पैराग्राफ की शर्तों के अनुसार अन्तरिती बैंक के शेयर अन्तरक बैंक के शेयर होल्डरों में बांटने के लिए

(i) अन्तरिती बैंक इस योजना में निर्दिष्ट रीति से तथा उसमें निर्दिष्ट रकम के शेयर जारी कर सकता है और इस के बाद अन्तरिती बैंक की शेयर पूंजी में किसी अधिनियम, विनियम अथवा अन्य नियम के उपबन्धों के बावजूद, उतनी रकम की वृद्धि मानी जायगी जितनी रकम के शेयर जारी किये जायें अथवा

(ii) अन्तरिती बैंक इस योजना के अनुसार जारी किये जाने वाले शेयरों के मूल्य के बराबर की रकम भारतीय रिजर्व बैंक को अदा कर सकता है और तबपुरान्त इस प्रकार अदा की गयी रकम के बदले भारतीय रिजर्व बैंक अन्तरिती बैंक में उसके नाम जो शेयर हों उनमें से उतनी रकम के शेयर, अन्तरक बैंक के उन शेयर होल्डरों के नाम और उनके खाते में अन्तरित करेगा जो उक्त शेयर पाने के अधिकारी हों ;

परन्तु यह भी व्यवस्था है कि यदि शेयरों के अन्तरण से अन्तरिती बैंक की कुल जारी पूंजी में भारतीय रिजर्व बैंक के पास के शेयरों की रकम पचपन प्रतिशत से कम हो जाय तो रिजर्व बैंक से अपने शेयरों में से शेयर अन्तरित करने के लिए नहीं कहा जायगा।

8. पिछले पैराग्राफों में वर्णित किसी बात के बावजूद इस योजना के अधीन शेयरों का आवंटन इस तरह से नहीं किया जायगा कि भारतीय रिजर्व बैंक किसी निगम बीमा अधिनियम, 1938 (1938 का चौथा) में दी गयी परिभाषा के अन्दर आने वाले बीमाकर्ता स्थानीय प्राधिकरण किसी सहकारी संस्था अथवा किसी पब्लिक या प्राइवेट धर्मार्थ न्यास या पूर्ण न्यास के किसी न्यासी को छोड़कर किसी व्यक्ति के पास चाहे उसके अपने नाम अथवा किसी अन्य व्यक्ति के साथ उसके नाम अन्तरिती बैंक के दो सौ से अधिक शेयर हो जायें; और उपर्युक्त उद्देश्य की पूर्ति के लिए यदि आवश्यक हो तो, इस योजना के

अन्तर्गत किसी व्यक्ति के नाम जारी किये जा सकने वाले श्रेयों की संख्या में अनुपातिक कमी की जायगी और उतनी रकम की अदायगी श्रेयों के बजाय नकद की जायगी।

9. किसी अभिव्यक्त अथवा विवक्षित करार में वर्णित किसी बात के बावजूद अदायगी-स्थगन-आदेश की तारीख के बाद पैराग्राफ (5) और (6) में उल्लिखित किसी खाते अथवा किसी खाते की जमा या अन्य देनदारी पर कोई ब्याज नहीं दिया जायगा, लेकिन पैराग्राफ 5 (क) में उल्लिखित कर्मचारी सुरक्षा जमा इस नियम का अपवाद है और पैराग्राफ (5) की शर्तों के अनुसार अन्तरिती बैंक में खोले गये नये खातों में उस पैराग्राफ अथवा उसके ठीक बाद के पैराग्राफ के उपबन्धों के अनुसार जमा की गयी रकमों पर ही ब्याज दिया जायगा और उसकी दर उतनी ही होगी जितनी की अनुमति अन्तरिती बैंक दे।

10. पूर्वोक्त उपबन्धों के बावजूद जैसाकि पहले कहा गया है, प्रभात बैंक लिमिटेड को अन्तरक बैंक के साथ मिला देने की योजना के अन्तर्गत प्रभात बैंक लिमिटेड की परिसम्पत्तियों से प्राप्त की गयी रकम का उपयोग अन्तरिती बैंक पूर्वोक्त योजना के अधीन अन्तरक बैंक की देनदारियों को चुकाने के लिए ही करेगा : पूर्वोक्त योजना के अन्तर्गत अन्तरिती बैंक अन्तरक बैंक की देनदारियों को संभव सीमा तक इस तरह चुकायेगा मानो इस योजना के अन्तर्गत अन्तरिती बैंक पूर्वोक्त योजना के अधीन अन्तरिती बैंक हो।

11. योजना द्वारा निर्धारित सीमा के बाहर अन्तरक बैंक का कोई जमाकर्ता अथवा ऋण-दाता अन्तरक बैंक की उसके प्रति देनदारियों के सम्बन्ध में अन्तरक बैंक अथवा अन्तरिती बैंक से कोई मांग करने का हकदार नहीं होगा।

12. इस योजना के अनुसार सदभावना-पूर्वक जो कुछ भी किया जाय अथवा करने का इरादा हो उसके लिए केन्द्रीय सरकार, भारतीय रिजर्व बैंक, अन्तरिती या अन्तरक बैंक के विरुद्ध कोई दावा अथवा अन्य कानूनी कार्यवाही नहीं की जा सकेगी।

13. अगले पैराग्राफ में निर्दिष्ट अनुसूची में उल्लिखित कर्मचारियों को छोड़ कर अन्तरक बैंक के सारे कर्मचारी नौकरी में बने रहेंगे और ऐसा माना जायगा कि उन्हें अन्तरिती बैंक ने उन्हीं उपलब्धियों और सेवा-सम्बन्धी शर्तों पर रखा है जो उस प्रकार के कर्मचारियों पर 11 जनवरी 1970 से तुरन्त पहले लागू होती थी ;

पर यह व्यवस्था है कि अन्तरक बैंक के वे कर्मचारी, जिन्होंने केन्द्रीय सरकार द्वारा इस योजना के मंजूर किये जाने की तारीख से एक महीने की अवधि के अन्दर अन्दर किसी समय अन्तरक बैंक अथवा अन्तरिती बैंक को लिखित रूप में यह सूचित कर दिया हो कि वे अन्तरिती बैंक के कर्मचारी नहीं बनना चाहते, औद्योगिक विवाद अधिनियम, 1947 (1947 का चौदहवां) के उपबन्धों के अधीन ऐसी क्षति पूर्ति, यदि कोई हो तो, और ऐसी पेंशन, उपदान, भविष्य निधि और सेवा निवृत्ति सम्बन्धी अन्य लाभ, जो 11 जनवरी 1970 से ठीक पहले अन्तरक बैंक के नियमों अथवा मंजूरीयों के अधीन सामान्यतः प्राप्य हैं, पाने के हकदार होंगे ;

यह भी व्यवस्था है कि अन्तरिती बैंक अन्तरक बैंक के उन कर्मचारियों के सम्बन्ध में, जो अन्तरिती बैंक के अधीन नियुक्त कर्मचारी माने गये हों उसकी सेवा में होते हुए उन कर्मचारियों की छंटी हो जाने की हालत में उन्हें छंटी सम्बन्धी क्षतिपूर्ति की अदायगी करने का वायित्व इस तरह उठायेगा मानो उन कर्मचारियों की सेवा लगातार जारी हो और अन्तरिती बैंक में उनका तबादला होने से उस में कोई व्यवधान न पड़ा हो।

14. इस योजना में जोड़ी गई अनुसूची में उल्लिखित व्यक्ति निर्धारित तारीख से अन्तरक बैंक के कर्मचारी नहीं रहेंगे, और उस समय लागू किसी कानून में या किसी करार अथवा समझौते में शामिल

किसी भी तारीख के बाबजूद, ये उल्लिखित व्यक्ति केवल उतनी ही पेंशन, उपदान भविष्यनिधि तथा सेवा निवृत्ति सम्बन्धी अन्य लाभों के हकदार होंगे जो उन्हें 11 जनवरी, 1970 से ठीक पहले अन्तरक बैंक के नियमों और मंजूरीयों के अन्तर्गत सामान्यतः प्राप्य हों। यह व्यवस्था है कि नौकरी छूट जाने के सम्बन्ध में यदि कोई क्षतिपूर्ति हो तो वह, जहां तक उस का सम्बन्ध सेवा सम्बन्धी किसी करार के अन्तर्गत अंश से हो, केवल उतनी ही की जायगी जितनी रिजर्व बैंक निश्चित करेगा (इस सम्बन्ध में रिजर्व बैंक का फैसला अन्तिम और बाध्यकारी होगा) ;

यह भी व्यवस्था है कि इस योजना का कोई उपबन्ध अन्तरिती बैंक को इस योजना से सम्बन्ध अनुसूची में निर्दिष्ट किसी व्यक्ति को उस हैसियत और उन शर्तों पर, जो आन्तरिती-बैंक उपयुक्त समझे, फिर से नौकरी पर रखने से नहीं रोक सकेगा।

15. अन्तरिती बैंक, जिस तारीख को यह योजना मंजूर की गई है उस से ले कर अधिक से अधिक तीन वर्ष की अवधि समाप्त होने पर, अन्तरक बैंक के कर्मचारियों को उतना ही परिश्रमिक देगा और सेवा की वही शर्तें मंजूर करेगा जो अन्तरिती बैंक के उसी दर्जे पर हैसियत के कर्मचारियों के लिए लागू हों बशर्ते कि अन्तरक बैंक के उन कर्मचारियों की अर्हताएं और अनुभव अन्तरिती बैंक के अन्य कर्मचारियों की अर्हताओं और अनुभव जैसा हों अथवा उसके बराबर हों ;

यह व्यवस्था है कि यदि इस सम्बन्ध में कोई सन्देह अथवा मतभेद पैदा हो जाय कि अन्तरक बैंक के उक्त कर्मचारियों में से किसी की अर्हताएं अथवा अनुभव अन्तरिती बैंक के उसी दर्जे या हैसियत के अन्य कर्मचारियों की अर्हताओं या अनुभव जैसा अथवा उसके बराबर हैं या नहीं अथवा अन्तरिती बैंक के वेतन-मानों में कर्मचारियों के वेतन निर्धारित करने के लिए अपनायी जाने वाली पद्धति अथवा सिद्धान्तों के सम्बन्ध में कोई सन्देह या मतभेद पैदा हो जाय तो भारतीय रिजर्व बैंक के पास विचारार्थ भेजा जायगा और उसका फैसला अन्तिम होगा।

(16) निर्धारित तारीख को अथवा उस तारीख के बाद यथासम्भव शीघ्रातिशीघ्र अन्तरक बैंक के कर्मचारियों के लिए गठित की गयी भविष्य निधि की सारी रकमों और निवेशों को जो अन्तरक बैंक के कर्मचारियों के कल्याण के लिए हों, निधि के न्यासी अथवा प्रशासक अथवा अन्तरक बैंक, जैसी भी स्थिति हो, आन्तरिती बैंक के लिए बनायी गयी कर्मचारी भविष्य निधि के न्यासियों को अथवा अन्यथा जैसा अन्तरिती बैंक निदेश दे, उसके अनुसार आन्तरित कर देगा। यह व्यवस्था है कि अन्तरिती बैंक के न्यासी निवेशों के मूल्य में होने वाली किसी प्रकार की कमी के लिए अथवा निर्धारित तिथि से पहले के किसी कार्य, अवहेलना अथवा चूक के लिए जिम्मेदार नहीं होंगे।

(17) इस योजना के कार्यान्वयन के सम्बन्ध में भारतीय रिजर्व बैंक द्वारा समय-समय पर मांगी गयी सूचना और विवरण अन्तरिती बैंक भारतीय रिजर्व बैंक के पास भेजेगा।

(18) अन्तरिती बैंक अन्तरक बैंक के शेयर होल्डरों के पास अन्तरक बैंक के कार्यों का विवरण उस पत्र (फार्म) में और उस समय पर भेजा करेगा जो फार्म और समय भारतीय रिजर्व बैंक इस सम्बन्ध में निर्दिष्ट करेगा। जब भारतीय रिजर्व बैंक निदेश देगा तब उस प्रकार का विवरण भेजना बन्द कर दिया जायगा।

(19) अन्तरिती बैंक की किताबों में जब तक कोई दूसरा पता दर्ज न करवाया जाय तब तक अन्तरिती बैंक द्वारा अनिवार्यतः दी जाने वाली सूचना या भेजा जाने वाला अन्य कोई पत्र यदि अन्तरक बैंक की किताबों में दर्ज पते पर प्रेषित को पूर्व-अदायगी कृत साधारण डाक द्वारा भेजा गया हो तो उसे वाक्यादा दी गयी सूचना या पत्र समझा जायगा। और उसे डाक में छोड़ देने के 48 घंटे बाद उक्त सूचना आदि प्रेषिणी की प्राप्ति हुई मानी जायगी। इसके अतिरिक्त ऐसी कोई सूचना या पत्र जो सामान्यतः सम्बन्धित हो एक या एक से अधिक ऐसे दैनिक समाचार-पत्रों में विज्ञापित भी की जायगी जो उन जगहों पर परिचालित हों जहां अन्तरक बैंक अपना कारोबार चला रहा था।

(20) यदि इस योजना के किसी उपबन्ध के निर्वहन में कोई सन्देह उत्पन्न हो जाय तो वह मामला विचारार्थ भारतीय रिजर्व बैंक के पास भेजा जायगा और उसका फैसला अन्तरिती और अन्तरक दोनों बैंकों के लिए तथा उनमें से प्रत्येक बैंक के सब सदस्यों, जमाकर्ताओं और अन्य श्रृणदाताओं तथा कर्माचारियों के लिए तथा किसी ऐसे अन्य व्यक्ति के लिए, जिसका इन दोनों बैंकों में से किसी एक बैंक से, अधिकार या दायित्व के नाते, सम्बन्ध हो, अन्तिम और बाध्यकारी होगा।

(21) यदि इस योजना के उपबन्धों को लागू करने में कोई कठिनाई पैदा हो तो केन्द्रीय सरकार भारतीय रिजर्व बैंक से विचारविमर्श करने के बाद अन्तरक और अन्तरिती बैंकों या उनमें से किसी बैंक को ऐसे निदेश जारी करेगी जो इस योजना के उपबन्धों के विपरीत न हों और उक्त कठिनाई को दूर करने के लिए उसे (केन्द्रीय सरकार को) आवश्यक अथवा उपयुक्त प्रतीत हों।

बैंकिंग विनियमन अधिनियम 1949 (1949 का दसवां) की धारा 45 की उप-धारा (7) के अधीन केन्द्रीय सरकार द्वारा यथा स्वीकृत नेशनल बैंक आफ लाहौर लिमिटेड के विलय की योजना के अंश के रूप में और उससे संलग्न अनुसूची।

कर्मचारी का नाम	अन्तरक बैंक में पद-नाम
1. श्री राम प्रकाश चोपड़ा	स्थापनापत्र महाप्रबन्धक, प्रधान कार्यालय
2. श्री कैलास नाथ शर्मा	सचिव, प्रधान कार्यालय
3. श्री सन्त सिंह	प्रबन्धक, प्रधान कार्यालय
4. श्री मुकुन्द लाल	प्रबन्धक, प्रधान कार्यालय
5. श्री जी० एल० गुगनानी	प्रबन्धक, दरिया गंज
6. श्री प्यारे लाल आनन्द	लेखा-पाल, प्रधान कार्यालय
7. श्री ए० पी० ऋषी	" "
8. श्री जी० एन० कपूर	लेखा-पाल, सदर बाजार शाखा
9. श्री एम० एल० बघवार	प्रबन्धक, नगरगढ़ रोड़ शाखा
10. श्री एम० एल० आरोड़ा	सहायक प्रबन्धक, आगरा शाखा
11. श्री बी० एम० आनन्द	लेखापाल, जाजन्धर शहर शाखा
12. श्री एम० एल० आनन्द	प्रबन्धक, ऋषिकेश शाखा

[सं० एफ० 17 (2) बी०सी०/70]

नई दिल्ली, 24 मार्च, 1970

एन० ओ० 1242:—बैंकिंग विनियमन अधिनियम, 1949 (1949 के दसवें) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय रिजर्व बैंक की सिफारिश पर, केन्द्रीय सरकार एन०ओ० द्वारा यह घोषित करती है कि 9 जून, 1970 तक अथवा उस तारीख तक जिस तारीख को मार्तण्डम कमर्शियल बैंक, लिमिटेड त्रिवेन्द्रम अपने आपको एक गैर-बैंकिंग कम्पनी में परिवर्तित करने इन दोनों तारीखों में से जो भी पहले हो, बैंकिंग विनियमन अधिनियम, 1949 की धारा 10 की उप-धारा (1) के खण्ड (ग) के उपखण्ड (i) के उपबन्ध उक्त बैंकिंग कम्पनी पर जहां तक उनका सम्बन्ध उक्त कम्पनी के प्रबन्ध निदेशक (मुख्य कार्यकारी अधिकारी) श्री पी० के० कोरुथ पर, जो फेडरल बैंक लिमिटेड, अलवाई के निदेशक भी हैं, उक्त कम्पनी (मार्तण्डम कमर्शियल बैंक लिमिटेड) का प्रबन्ध किये जाने पर प्रतिबन्ध लगाते हैं, लागू नहीं होंगे।

[सं० एफ० 15(17)-बी०सी०/68]

के० येसुरत्नम, अनुसचिव।

(Department of Revenue and Insurance)

CUSTOMS

New Delhi the 25th April, 1970

S.O. 1541.—In exercise of the powers conferred by section 6 of the Customs Act, 1962 (52 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) No. S.O. 4941, dated the 20th December, 1969, namely:—

In the said notification, for the words "Union territory of Tripura" the words "Union territories of Tripura and Manipur" shall be substituted.

[No. 43/F. No. 7/175/69-LCII.]

P. K. KAPOOR, Under Secy.

(राजस्व और बीमा विभाग)

सीमा-शुल्क

नई दिल्ली, 25 अप्रैल 1970

का० आ० 1541.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारत सरकार के वित्त मंत्रालय (राजस्व और बीमा विभाग) की अधिसूचना सं० का० आ० 4941, तारीख 20 दिसम्बर, 1969 में एतद्द्वारा निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "त्रिपुरा संघ राज्य-क्षेत्र" शब्दों के स्थान पर "त्रिपुरा और मनीपुर संघ राज्य-क्षेत्र" शब्द प्रतिस्थापित किए जाएंगे।

[सं० 43 एफ० सं० 7/175/66-एल० सी० II]

पी० के० कपूर, अवसर सचिव।

(Department of Revenue and Insurance)

CUSTOMS

New Delhi, the 2nd May 1970

S.O. 1542.—In exercise of the powers conferred by sub-section (2) of section 74 of the Customs Act, 1962 (52 of 1962), the Central Government hereby make the following further amendment in the notification of the Government of India in the Ministry of Finance (late Department of Revenue) No. 19-Customs, dated the 6th February, 1965 namely:—

For paragraph 2 of the said notification, the following paragraph shall be substituted, namely:—

"2. Notwithstanding anything contained in paragraph 1, in respect of a motor car or goods (other than the goods specified in the second proviso to that paragraph), imported by a person for his personal and private use, drawback of duty shall be calculated by reducing the import duty paid in respect of such motor car or goods by 4 per cent, 3 per cent, 2½ per cent and 2 per cent for use for each quarter or part thereof during the period of first year, second year third year and fourth year respectively:

Provided that where the period aforesaid is more than 2 years, drawback shall be allowed, only, if the Board, on sufficient cause being shown, has in that particular case extended the period beyond 2 years:

Provided further that no drawback shall be allowed if such motor car or goods has or have been used for more than 4 years."

[No. 45/70/F. No. 40/1/70-Cus.IV.]

J. DATTA, Dy. Secy.

(राजस्व और बीमा विभाग)

सीमा शुल्क

नई दिल्ली, 2 मई, 1970

एस० नो० 1542.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 74 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारत सरकार के वित्त मंत्रालय (भूतपूर्व राजस्व विभाग) की अधिसूचना सं० 19—सीमा शुल्क, तारीख 6 फरवरी, 1965 में एतद्वारा और आगे निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के पैरा 2 के स्थान पर, निम्नलिखित पैरा प्रतिस्थापित किया जाएगा अर्थात् :—

“2. पैरा 1 में किसी बात के होते हुए भी, किसी व्यक्ति द्वारा अपने वैयक्तिक और निजी उपयोग के लिए आयात की गई मोटर कार या माल (उस पैरा के द्वितीय परन्तुक में विनिर्दिष्ट माल से भिन्न) की बाबत, शुल्क की वापसी, ऐसी मोटर कार या माल की बाबत संदत्त आयात शुल्क में प्रथम, द्वितीय, तृतीय और चतुर्थ वर्ष की कालावधि के दौरान प्रत्येक तिमाही या उसके भाग के लिए उपयोगार्थ क्रमशः 4%, 3%, 21/2% और 2% की कमी कर के संगणित की जाएगी ।

परन्तु जहां कि पूर्वोक्त कालावधि 2 वर्ष से अधिक हो वहां वापसी केवल तभी अनुज्ञात होगी यदि बोर्ड ने, पर्याप्त कारण दिखाए जाने पर, उस विशिष्ट मामले में कालावधि को 2 वर्ष के परे बढ़ा दिया हो;

परन्तु यह और भी कि यदि ऐसी मोटर कार या ऐसे माल का 4 वर्ष से अधिक के लिए उपयोग किया गया है तो कोई वापसी अनुज्ञात नहीं होगी ।

[सं० 45/70/एफ० सं० 40/1/70-सी० शु० IV.]

ज्योतिर्मय दत्त, उप सचिव ।

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 24th February 1970

S.O. 1543.—In exercise of the powers conferred by sub-section (1) of Section 122 of the I.T. Act, 1961 (43 of 1961), and all other powers enabling it in this behalf, the Central Board of Direct Taxes hereby makes the following further amendments in the schedule appended to its notification No. 12(F. No. 50/7/66-ITJ) dated 14th January, 1966 as amended from time to time, namely:—

In the said Schedule against E-Range, Calcutta following shall be substituted:—

1. Companies District-I, Calcutta.
(Other than A to R Wards).
2. Jute Circle, Calcutta.

This notification takes effect from 20th February, 1970.

Explanatory Note

The amendment has become necessary on account of creation of a new Circle known to 'Jute Circle Calcutta' in the Charge of Commissioner W.B.-II, Calcutta.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 24/F. No. 261/5/70-ITJ.]

Y. SINGH, Under Secy.

केन्द्रीय प्रत्यक्ष बोर्ड**आयकर**

नई दिल्ली, 24 फरवरी, 1970

का० प्रा० 1543 .—आय-कर अधिनियम, 1961 (1961 का 43) की धारा 122 की उप-धारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसको समर्थ बनाने वाली सभी अन्य शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड समय समय पर यथा संशोधित अपनी अधिसूचना सं० 12](फा० सं० 50/7/66-आई० टी० जे०) तारीख 14 जनवरी 1966 उपाबद्ध अनुसूची में एतद्द्वारा और आगे निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अनुसूची में ड—रेज कलकत्ता के सामने निम्नलिखित प्रतिस्थापित किया जाएगा :—

1. कम्पनी जिला—1 कलकत्ता

(क से ड वार्ड से भिन्न)

2. जूट सर्किल कलकत्ता ।

यह अधिसूचना 20 फरवरी 1970 से प्रभावी होगी ।

स्पष्टीकरण टिप्पण :

आयुक्त डब्ल्यू वी-2 कलकत्ता के भारसाधन में 'पटसन सर्किल कलकत्ता' नामक नए सर्किल के बनाए जाने के कारण यह संशोधन आवश्यक हो गया है ।

(ऊपर का टिप्पण अधिसूचना का भाग नहीं है उसका आशय केवल स्पष्टीकरण करना है ।)

[सं० 24 (फा० सं० 26 1/5/70आई० टी० जे०)]

वाई० सिंह, सचिव ।

CORRIGENDUM

New Delhi, the 13th April 1970

S.O. 1544.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendment to the Schedule appended to its Notification No. 20(F. No. 55/1/62-IT dated the 30th April, 1963, published as S.O. 1293 at pages 1454—1457 of the Gazette of India, Part II, Section 3, Sub-section (II) dated the 11th May, 1963, as amended from time to time.

Against S. No. 1, under column 3 of the schedule appended thereto for Sub-state of Meghalaya read State of Meghalaya.

[No. 48(F. No. 187/9/70-IT(AI).]

L. N. GUPTA, Under Secy.

CENTRAL EXCISE COLLECTORATE M.P. & VIDARBHA**CENTRAL EXCISES***Nagpur, the 10th April, 1970*

S.O. 1545.—In exercise of the powers conferred upon me under Section 2(a) of the Produce Cess Act, 1966 (15 of 1966), I, Shri Vipin Maneklal, Collector of Central Excise, M.P. & Vidarbha, Nagpur, hereby make the following amendment in this Collectorate Notification No. 8/69-C.E. dated 7th November, 1969 namely :—

In the said Notification, in column 3 "Rank of Officer" of the Table sub-joined thereto, for the words "The Assistant Collector" against Section 18 *ibid*, the words "All officers not below the rank of Superintendent of Central Excise" shall be substituted.

[No. 1/70.]

VIPIN MANEKLAL, Collector.

COLLECTORATE OF CENTRAL EXCISE & CUSTOMS: WEST BENGAL: CALCUTTA**CUSTOMS***Calcutta, the 20th April, 1970*

S. O. 1546.—In exercise of the powers conferred by sub-section 34 of Section 2 of the Customs Act 1962 (52 of 1962), the Collector of Central Excise, West Bengal, Calcutta having been appointed as the Collector of Customs within the jurisdiction of the West Bengal Central Excise & Customs Collectorate, hereby assigns to the officers of and above the rank of the officers mentioned in column of the Schedule below the functions of the "proper officer" referred to in the various section of the Customs Act, 1962 given in the corresponding entry in column 2 of the said schedule.

SCHEDULE

(1)	(2)
Assistant Collector of Customs & Central Excise.	27. (3), 33, 42 (2) (f), 48, 89, 129 (2)
Supdt. of Customs and Central Excise	21, 22(3) 34 (Proviso) 35 (Proviso), 142(1) (a)
Inspector of Customs and Central Excise	13, 17(1), 17(3), 17(4), 18, 19, 26 (c), 28(3) (a), 30 (1), 30(3), 31(1), 31(2) 32, 34 (Except Proviso), 39, 40, 41, 42 (1) 42 (2) (c), 42(2) (d), 42 (2) (e), 45 (2), 46, 47, 50, 51, 54, 77, 79, 80, 86 (2), 111 (j), 113 (g), 113 (k), 115 (d), 144(1), 145, 149.
Sub-Inspector of Customs & Central Excise	37, 38

[No. 1/70.]

C. CHIDAMBARAM,
Collector.**OFFICE OF THE COMMISSIONER OF INCOME-TAX, KANPUR****ORDERS***Kanpur, the 27th March 1970*

S.O. 1547.—The sub-charge to be known as "Incometax Officer, C-Ward" is hereby created in the Incometax Circle, Muzaffar Nagar.

2. This order shall come into force with effect from 31st March, 1970, After Noon
Incometax Act, 1961—Creation of Sub-Charges in I.T. Circle, Etah

S.O. 1548.—The Incometax Circle hitherto known as "Incometax Circle, Etah" is hereby redesignated as "Incometax Officer, A-Ward, Etah".

2. A new sub-charge to be known as "Incometax Officer, B-Ward, Etah" is hereby created.

3. This order shall come into force with effect from 31st March, 1970 (After Noon).

[No. 2/70.]

T. R. VISWANATHAN,
Commissioner of Income Tax Kanpur.

**MINISTRY OF STEEL AND HEAVY ENGINEERING IRON AND STEEL CONTROL
ORDER**

Calcutta, the 14th April 1970

S.O. 1549.—No. ESS. COMM/RPDE/70.—In exercise of the powers conferred on me by Notification No. S.O. 1436, dated 18th April, 1967 under the Essential Commodities (Regulation of Production and Distribution for purposes of Exports) Order, 1966, I hereby direct that the firm specified in Column 1 of the Table below shall sell the goods as specified in Column 2 there-against to the firm specified in the corresponding entry in Column 3 of the said table for purposes of manufacture of Engineering goods for export at the price indicated there-against in Column 4 subject to the conditions enumerated in Column 5 of the said table.

Name of the firm	Specification of goods	Name of the exporter	Price	Condition	
1	2	3	4	5	6
M/S. Indian Steel Wire Products Ltd., Indranagar, Singhbhum.	M.S. Wire. 3.822 M/T. (Three point eight two two tonnes only).	M/S Subodh Industries 21A R. G. Kar Road, Calcutta-4.	Normal price at the time of delivery	Supplies made on priority priority to that of	should be export basis (i.e. next only Defence).

(PEP/2/1/(67)/68)

By Order etc.

S. C. MUKHERJEE,
Director of Export Production
and Iron and Steel Controller.

इस्पात और भारी इंजीनियरी मंत्रालय

लोहा तथा इस्पात निर्यात

आदेश

कलकत्ता 14 अप्रैल, 1970

एस० ओ० 1549.—सं ई एस एस सी ओ एम एस ए/आर पी डी ई 70:—आवश्यक वस्तु (निर्यात के प्रयोजनों के लिए उत्पादन और वितरण का विनियमन) आदेश 1966 के अन्तर्गत अधिसूचना सं० एस० ओ० 1436 दिनांक 18-4-67 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं, एतद्वारा नीचे दिए गये तालिका के स्तम्भ 1 के फर्म को स्तम्भ 2 में उल्लिखित वस्तुओं को, स्तम्भ 3 में नामांकित फर्म को इंजीनियरी

वस्तुओं के उत्पादन तथा निर्यात हेतु स्तम्भ 4 में दिए गये मूल्य पर, स्तम्भ 5 में दिए हुए शर्तों पर विचार करने का आदेश देता हूँ ।

फार्म का नाम	वस्तुओं का विस्तृत विवरण	निर्यातक का नाम	मूल्य	शर्त
1	2	3	4	5
मैसर्स इण्डियन स्टील एण्ड वायर प्रोडक्ट्स लिमिटेड, इन्द्रनगर, सिंगभूम	एम०एस० वायर्स 3.822 टन (तीन दशमलव आठ दो दो टन)	मैसर्स सुबोध इन्ड-स्ट्रीज, 21 ए आर० जी० कर रोड, कलकत्ता-4	सामान्य मूल्य जो माल के भूगतान के समय हो ।	माल का भूगतान प्राथो-मिकता के आधार पर (अर्थात् ऐसी प्राथो-मिकता जो प्रतिरक्षा के माल के भूगतान के बाद हो) देनी होगी

[सं० ई० एस० एस०/सी०ओ०एम०एम०आर०पी०डी०ई०/70]

[पी० ई० पी०/1(167)/68]

आज्ञा से इत्यादि,
सुधीर चन्द्र मुखर्जी,
निर्यात उत्पादन निदेशक,
और
लाहा तथा हस्पात नियंत्रक

MINISTRY OF PETROLEUM & CHEMICALS AND MINES & METALS

(Department of Petroleum)

New Delhi, the 14th April 1970

S.O. 1550.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Petroleum) S.O. No. 4723 dated 12th November, 1969 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines.

And whereas, the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, whereas, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

For R.O.U. for laying pipeline from D.S. SKB (Kadi-5) to G.G. S. at Kadi-4

State : Gujarat

Dist : Mehsana

Taluka : Kadi

Village	S. No.	Hectare	Arc.	P. Arc.
Adundro	1008	0	07	08
"	1044/1	0	13	15
"	1009	0	06	07
"	1013	0	11	13
"	1012	0	04	05
"	1020	0	03	04
"	1021	0	05	06
"	1022	0	02	02
Laxmipura	261	0	10	12
"	258	0	10	12
"	257	0	17	20
"	255	0	04	05
"	256	0	07	08
"	239	0	07	08
"	247	0	03	04
"	246	0	04	05
"	245	0	04	05
"	244	0	11	13
"	201	0	04	05
"	200	0	09	1
"	197			
"	196/1	0	02	05
"	196/2	0	09	05
"	198	0	03	04
"	199/1	0	02	02
Kadi	1957	0	01	01
"	1976	0	20	23
"	1973	0	21	25
"	1972	0	7	08
"	1969	0	7	08
"	2011/1	0	04	05
"	2005	0	06	07
"	2004	0	03	04
"	2003	0	06	07
"	2017	0	06	07
"	2022	0	11	13
"	2021	0	03	04
"	2023	0	03	04

[No. 20/3/67-IOG/Lab.& Legis.]

New Delhi, the 20th April 1970

S.O. 1551.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from the drill sites well No. SBA to (GGS) Sobhasan-1 in the Mehsana Oil Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda-4, in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission) Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For Laying pipeline from well No. SBA to Sobhasan—I (GGS)

State : Gujarat District : Mehsana Taluka : Mehsana

Village	Block No.	Hectare	Arc.	P. Arc.
Hebuva	263	0	7	8
	258	0	17	20
	241	0	9	11
	233	0	12	64
	240	0	10	14
	239	0	10	12
	245	0	15	25
	223	0	1	50

[No. 11(1)/70-Lab.&Legis.]

ERRATUM

New Delhi, the 14th April 1970

S.O. 1552.—In the notification of Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Petroleum) issued under No. 20/3/67-IOC/Lab. & Legis., dated 27th January, 1970 and published under S.O. No. 428 on the page 689-690, dated 7th February, 1970, Read "S. No. 825" For "S. No. 823 of Village Dhamasan."

[No. 20/3/67-IOC/Lab & Legis.]

M. V. S. PRASADA RAU, Under Secy.

पेट्रोलि म तथा रसयिम ग्रीर खान तथा धातु मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 3 जनवरी, 1970

क्र० आ० सं० 127.—यतः पेट्रोलियम पाइप लाइन (भूमि के उपयोग के अधिकारों का अर्जन अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार के पेट्रोलियम,

रसायन तथा खान और धातु मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 2375 तारीख 21-6-69 द्वारा गुजरात राज्य के किलोल तेल क्षेत्र में कुआं सं० 88 से जी जी एस VII तक पेट्रोलियम के परिवहन के लिए, उसकी अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः तेल और प्राकृतिक गैस आयोग ने 28-7-69 को उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निदिष्ट संक्रिया को पर्यवसित कर दिया है

अतः अब पेट्रोलियम पाइप लाइन नियम, 1963 के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तारीख को, ऊपर कथित अधिसूचना के अन्तर्गत विनिर्दिष्ट भूमियों में लाइन बिछाने की संक्रिया के पर्यवसान की तारीख के रूप में एतद्वारा अधिसूचित करता है।

[सं० 11(1)/69-लेख एण्ड लेजिस.]

एम० बी० एस० प्रसादराव, अवर सचिव।

MINISTRY OF HEALTH AND FAMILY PLANNING AND WORKS, HOUSING AND URBAN DEVELOPMENT

(Department of Health)

New Delhi, the 14th April 1970

S.O. 1553.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules regulating the method of recruitment to the post of Accountant, (Class II—Non-Gazetted) in the All India Institute of Physical Medicine and Rehabilitation, Bombay, namely:—

1. Short title and commencement.—(1) These rules may be called the All India Institute of Physical Medicine and Rehabilitation, Bombay, Accountant (Class II Non-Gazetted) Recruitment Rules, 1970.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Application.—The rules shall apply to the posts as specified in column 1 of the Schedule annexed hereto.

3. Number, Classification and scale of Pay.—The number of the posts its classification and the scale of pay attached thereto shall be as specified in columns 2 to 4 of the said Schedule.

4. Method of recruitment, age limit and other qualifications.—The method of recruitment to the said post, age-limit, qualifications and other matters relating thereto shall be as specified in columns 5 to 13 of the Schedule aforesaid.

5. Disqualifications.—(a) No person, who has more than one wife living or who, having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life time of such spouse, shall be eligible for appointment to any of the said posts, and

(b) No woman, whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to any of the said posts.

Provided that the Central Government may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

6. *Power to relax.*—Where the Central Government is of opinion that it is necessary or expedient so to do, it may by order, for reasons to be recorded in writing and in consultation with the Union Public Service Commission relax any of the provisions of these rules with respect to any class or category of persons.

SCHEDULE

Recruitment Rules for the post of Accountant, All India Institute of Physical Medicine & Rehabilitation, Bombay

1	2	3	4	5	6	7	8	9	10	11	12	13
Name of Post	No. of Posts	Classification	Scale of Pay	Whether Selection Post or non-Selection Post	Age for direct recruits	Educational and other qualifications required for direct recruits	Whether age and educational qualifications prescribed for direct recruits will apply in the case of Promotees	Period of probation, if any	Method of recruitment whether by direct recruitment or by promotion or by deputation/transfer and percentage of the vacancies to be filled by various methods.	In case of recruitment by promotion/deputation/transfer, grades from which promotion/deputation/transfer to be made	If a DPC exists, what is its composition.	Circumstances in which U.P.S.C. is to be consulted in making recruitment.
Accountant	One	General Central Service, Class II } (Non-Gazetted) Ministerial.	Rs. 270—15—435—EB—20—575.	Selection.	Not applicable.	Not applicable.	Not applicable	Two years.	By promotion failing which by transfer on deputation	<p><i>Promotion</i></p> <p>Office Superintendent with 3 years service in the grade failing which 5 years total service in the grade of office Super intendent and U.D.C. combined together.</p> <p><i>Transfer on deputation.</i> Officers of the rank of S.A.S. Accountant from any of the organised Accounts Departments e.g. Indian Audit and Accounts Departments, Indian Defence Accounts Department, Indian Railway Accounts Departments etc. (Period of deputation ordinarily not exceeding 3 years).</p>	Class II Departmental Promotion Committee	As required under the Union Public Service Commission (Exemption from Consultation) Regulations, 1958.

[No. F.9-5/69-MA.]
S. K. SUDHAKAR, Under Secy.

स्वास्थ्य, परिवार नियोजन, निर्माण, आवास एवं नगर विकास मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 14 अप्रैल, 1970

का० आ० 1553.—संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रपति एतद्द्वारा अखिल भारतीय भौतिक चिकित्सा एवं पुनः स्थापन संस्थान, बम्बई में लेखापाल (श्रेणी—II अराजपत्रित) के पद पर भर्ती की विधि का विनियमन करने के लिए निम्नलिखित नियम बनाते हैं ; नामतः—

1. संक्षिप्त शीर्षक और प्रारम्भ :—इन नियमों को अखिल भारतीय भौतिक चिकित्सा एवं पुनः स्थापन संस्थान, बम्बई लेखापाल (श्रेणी—II अराजपत्रित) भर्ती नियम, 1970 कहा जाये।

(2) ये सरकारी राजपत्र में प्रकाशित होने की तारीख से लागू होंगे।

2. उद्देश्य :—ये नियम इसके साथ संलग्न अनुसूची के कालम 1 में निर्दिष्ट पदों पर लागू होंगे।

3. संख्या, वर्ग, तरण, वेतनमान :—इन पदों की संख्या उसका वर्गीकरण तथा उसका वेतनमान वही होंगे जैसा कि उक्त अनुसूची के कालम 2 से 4 में निर्दिष्ट है।

4. भर्ती की विधि, आयु सीमा तथा अन्य योग्यताएं :—उक्त पद पर भर्ती की विधि, आयु सीमा, योग्यताएं तथा उससे सम्बन्धित अन्य बातें वहीं होंगी जैसी कि उक्त अनुसूची के कालम 5 से 13 में दी गई है।

5. अनहस्ता :—(क) कोई भी व्यक्ति जिसकी एक से अधिक पत्नियां जीवित हो अथवा जो एक पति या पत्नी की जीवनावस्था में किसी भी दशा में विवाह कर लेता है जिसमें पति अथवा पत्नी की जीवन काल में होने के कारण ऐसा विवाह अमान्य हो नियुक्ति का पात्र नहीं होगा ; और

(ख) कोई भी महिला जिसका विवाह इस कारण से अमान्य हो कि उसके ऐसे विवाह के समय उसके पति की एक पत्नी जीवित थी अथवा जिसने किसी ऐसे व्यक्ति के साथ विवाह किया हो जिसकी इस प्रकार के विवाह के समय पत्नी जीवित हो, उक्त पद पर नियुक्ति का पात्र नहीं होगी।

परन्तु यदि केन्द्रीय सरकार इस आदेश से किसी व्यक्ति को छूट देने के विशिष्ट आधाराओं को उचित समझती है तो वह किसी भी व्यक्ति को इस नियम से छूट दे सकती है ;

शिथिल करने की शक्ति :-जहां केन्द्रीय सरकार का यह मत हो कि ऐसा करना आवश्यक अथवा इष्टानुकूल है वहां वह कारणों को लिखित रूप में रिकार्ड करके तथा संघ लोक सेवा आयोग के परामर्श से किसी भी श्रेणी अथवा वर्ग के व्यक्तियों के मामले में इन नियमों के किसी भी उपबन्ध को आदेश जारी कर शिथिल कर सकती है ।

अनु-

अखिल भारतीय भौतिक चिकित्सा एवं पुनः स्थापन संस्थान, बम्बई में लेखापाल के

पद का नाम	पदों की संख्या	वर्गीकरण	वेतनमान	पद सलेक्शन है अथवा नान-सिलेक्शन	सीधी भर्ती के लिए आयु सीमा	सीधी भर्ती के लिए अर्हता शैक्षिक तथा अन्य अर्हताएं
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1	2	3	4	5	6	7
लेखापाल	एक	सामान्य केन्द्रीय सेवा द्वितीय श्रेणी अराजपक्षित सचिवीय ।	रु० 270- 15-435 व० रु० 20- 575।	चयन	लागू नहीं होता ।	लागू नहीं होता ।

सूची

पद की भर्ती के नियम ।

क्या पदोन्नति परिवीक्षा भर्ती का तारीका पदोन्नति/प्रतिनियुक्ति/ यदि विभागीय/ परिस्थितियाँ से रूखे जाने की अवधि सीधी भर्ती द्वारा स्थानान्तरण के द्वारा पदोन्नति जिनमें भर्ती वाले उम्मीद- यदि या पदोन्नति के भर्ती के मामले में वह समिति है के लिए संघीय वारों के कोई हो द्वारा अथवा स्था- ग्रेड जिससे पदोन्नति/ तो उसका लोक सेवा आ- मामले में प्रत्यक्ष नान्तरण के द्वारा प्रतिनियुक्ति/स्थानान्तरण क्या गठन है । योग से परामर्श भर्ती कि जाने तथा विभिन्न तरीकों किया जाना है । लिया जाता है ह

वाले व्यक्तियों द्वारा भरे जाने ह

के लिए निर्धारित आयु और शतता

शैक्षिक अर्हताएं लागू होंगी

8	9	10	11	12	13
लागू नहीं होता ।	दो वर्ष	पदोन्नति द्वारा जिसके न हो सकने पर प्रतिनियुक्ति पर स्थानान्तरण द्वारा	पदोन्नति : कार्यालय अधीक्षक जिसकी इस ग्रेड में 3 वर्ष की सेवा हो गई हो ऐसा न होने पर कार्यालय अधीक्षक और अपर श्रेणी क्लर्क दोनों पदों पर मिलाकर 5 वर्ष की कुल सेवा हो गई हो ।	द्वितीय श्रेणी विभागीय पदोन्नति समिति	जैसा संघ लोक सेवा आयोग (परामर्श से छूट) विनियम, 1958, के अधीन अपेक्षित है ।

प्रतिनियुक्ति पर स्था-

नान्तरण :

भारतीय लेखा परीक्षा तथा लेखा विभाग, भारतीय रक्षा लेखा विभाग, भारतीय रेलवे लेखा विभाग आदि जैसे किसी संगठित लेखा विभाग से एस० ए०एस० लेखा-पाल के रैंक के अधिकारी (प्रतिनियुक्ति काल— सामान्य—तथा 3 वर्ष से अधिक नहीं) ।

[सं० फ० एफ० 9-5/69-एम० ए०]

एस० के० सुधाकर, अवसर सचिव ।

(Department of Health)

New Delhi, the 17th April 1970

S.O. 1554.—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1945, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th July, 1970.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1970.
2. In the Drugs and Cosmetics Rules 1945, in Schedule A, in Form 21.

(a) for para 1, the following shall be substituted, namely:—

'1..... is hereby licensed to sell, stock or exhibit for sale or distribute by retail the following categories of drugs specified in Schedule C and C(1) to the Drugs and Cosmetics Rules, 1945* and to operate a pharmacy on the premises situated at subject to the conditions specified below and to the provisions of the Drugs and Cosmetics Act, 1940 and the rules thereunder.'

(b) for para 4, the following shall be substituted, namely:—

'4. Categories of drugs

(c) after the entry "Licensing Authority", the entry shall be inserted.

*Delete if not applicable.

[No. 1-9/70-D.]

New Delhi, the 18th April 1970

S.O. 1555.—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1945, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 16th July, 1970.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1970.

2. In the Drugs and Cosmetics Rules, 1945, hereinafter referred to as the said rules,

(i) After the existing rule 32, the following shall be inserted, namely:—

'32-A. *Packing and tabelling of Homoeopathic medicine.*—No Homoeopathic medicine shall be imported unless it is packed and labelled in conformity with rules in Part IX-A'.

(ii) In the said rules, in rule 45, after the word 'drug' the following words shall be inserted, namely:—

"and cosmetics".

(iii) In the said rules, in rule 71-A for clause (2) the following clause shall be substituted:—

'(2) The factory premises shall comply with the conditions prescribed in Schedule M'.

- (iv) In the said rules in rule 106-A, in sub-rule (B) under clause (ii) at the end after the letters "M.L.", the following Explanation shall be inserted, namely:—

"Explanation—This sub-clause shall not apply to a Homoeopathic mother tincture manufactured outside India."

- (v) In the said rules, in Schedule K, in entry 13, in Column I under the heading "Class of Drugs" for the item (a) to (e) beginning with the words "(a) Castor Oil.....(e) Quinine tablets" the following shall be substituted, namely:—

- "(1) Aspirin tablets.
- (2) A.P.C. tablets and powders.
- (3) Analgesic Balms.
- (4) Antacid preparations.
- (5) Gripe Water for use of infants.
- (6) Inhalers, containing drugs for treatment of cold and nasal congestion.
- (7) Cough syrups, lozenges, pills and tablets.
- (8) Liniments for external use.
- (9) Skin Ointments and ointments for burns.
- (10) Absorbent Cotton Wool.
- (11) Castor Oil, Liquid Paraffin and Epsom Salt.
- (12) Eucalyptus Oil.
- (13) Tincture, Iodine, Tincture Benzoin Co. and Mercurochrome solution in containers not exceeding 100 ml.
- (14) Tablets of Quinine Sulphate I.P.
- (15) Tablets of Iodochlorohydroxyquinoline—250 mg".

- (vi) In the said rules, in Schedule K after entry 17 the following entry shall be added, namely:—

ORDER

"18. Hair Fixers, namely mucilaginous preparations containing gums, used by men for fixing beard. The provisions of Chapter IV of the Act and the Rules thereunder."

[No. 1-127/69-D.]

S.O. 1556.—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1945, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 19th May, 1970.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1970.

2. In the Drugs and Cosmetics Rules, 1945, in Schedule R in paragraph 10 regarding "Labelling and Packing" in sub-paragraph (1), in clause (iv) for the words "twenty-four months" the following words shall be substituted, namely:—
"thirty-six months".

[No. 1-32/70-D.]

New Delhi, the 20th April 1970

S.O. 1557.—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1945, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the

powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 20th July, 1970.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1970.

2. In the Drugs and Cosmetics Rules, 1945, after sub-rule (18) of rule 65 the following sub-rule shall be inserted, namely:—

“(19) The supply by retail of any drug in a container other than the one in which the manufacturer has marketed, the drug, shall be made only by dealers who employ the services of a “qualified person” and such supply shall be made under the direct supervision of the “qualified person” in an envelope or other suitable wrapper or container showing the following particulars on the label:—

- (a) Name of the drug.
- (b) the quantity supplied.
- (c) the name and address of the dealer.”

[No. 1-49/67-D.]

HAMIDULLAH KHAN, Under Secy.

(Department of Family Planning)

New Delhi, the 17th April 1970

S.O. 1558.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules to amend the Department of Family Planning (Committee Officer) Recruitment Rules, 1966, namely:—

1. (i) These rules may be called the Department of Family Planning (Committee Officer) Recruitment (Amendment) Rules, 1970.

(ii) They shall come into force on the date of their publication in the official gazette.

2. In the schedule to the Department of Family Planning (Committee Officer) Recruitment Rules, 1966;

(i) in column 2, for the word “two”, the word “One” shall be substituted, namely:—

(ii) in column 10, for the entry, the following shall be substituted, namely:—

“By transfer on deputation, falling which by direct recruitment”;

(iii) in column 11 for the entries, the following shall be substituted, namely:—

“Transfer on deputation.—officers analogous posts under the Central Government Departments possessing the qualifications and experience prescribed for direct recruits. (Period of deputation ordinarily not exceeding 3 years)”.

[No. 3/2(9)/68-Estt. I.]

R. P. MARWAHA, Under Secy.

(Department of W. H. & U. D.)

(Works Division)

New Delhi, the 22nd April 1970

S.O. 1559.—It is hereby notified that, in pursuance of clause (d) of Sub-section (1) read with Sub-section (4) of section 4 of the Rajghat Samadhi Act, 1951 (41 of 1951), Shri Gurmukh Singh Musafir, a member of the Rajya Sabha,

has been elected as a member of the Rajghat Samadhi Committee in place of late Shri Jogesh Chandra Chatterji.

2. The Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Works, Housing and Supply No. 19/2/62-WI dated the 22nd August, 1962, namely :—

In the said notification, for the entry—

“Shri Jogesh Chandra Chatterji”, the following shall be substituted, namely :—

“Shri Gurmukh Singh Musafir”.

[No. 25012(3)/66-WIII.]

R. MEHTA, Dy. Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 31st March 1970

S.O. 1560.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints the following persons as a member of the Advisory Panel, Central Board of Film Censors, at Madras with effect from 1st April, 1970 to 30th September, 1970.

1. Smt. Malati Chendur
2. Shri C. R. Sarma
3. Smt. Raji Rangachari

[No. 11/10/69-FC(I).]

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 31 मार्च, 1970

ए.स.ओ. 1560.—चल चित्र अधिनियम, 1952 की धारा 5 (1) और चल चित्र (सेंसर) नियमावली, 1958 के नियम 9 के उप नियम 2 के साथ पठित नियम 8 के उप नियम (3) द्वारा दिए गए अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार ने एतद्वारा निम्नलिखित व्यक्तियों को 1 अप्रैल, 1970 से 30 सितम्बर, 1970 तक केन्द्रीय फिल्म सेंसर बोर्ड के मद्रास सलाहकार मण्डल का फिर से सदस्य नियुक्त किया है :—

1. श्रीमती मलाती चन्दुर
2. श्री सी. आर. शर्मा
3. श्रीमती राजी रंगाचारी

[फा. संख्या. 11/10/69-एफ. सी. (i)]

S.O. 1561.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints the following persons after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Madras with effect from 1st April, 1970 to 30th September, 1970.

1. Shri T. Neelakanthan.
2. Smt. Soundra Kailasam.
3. Smt. R. Shamanta.
4. Shri Pakala Suryanarana Rao.
5. Shri Mohd. Yousuf Kokan.

[No. F.11/10/69-FC(ii).]

VIRENDRA D. VYAS, Dy. Secy.

एस० नो० 1561.—चलचित्र अधिनियम, 1952 की धारा 5 (1) और चलचित्र (सेंसर) नियमावली, 1958 के नियम 9 के उप-नियम 2 तथा नियम 8 के उप-नियम (3) के साथ पठित नियम 9 के उप-नियम 3 द्वारा दिए गए अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार ने केन्द्रीय फिल्म सेंसर बोर्ड से परामर्श करके एतद्वारा निम्नलिखित व्यक्तियों को 1 अप्रैल, 1970 से 30 सितम्बर, 1970 तक केन्द्रीय फिल्म सेंसर बोर्ड के मद्रास सलाहकार मण्डल का फिर से सदस्य नियुक्त किया है :—

1. श्री टी० नीलकण्ठ
2. श्रीमती साउन्दा कैलासम्
3. श्रीमती आर० शमंता
4. श्री पकाला सूर्यनारायण राव
5. श्री मु० यूसुफ कोकन

[संख्या फा० 11/10/69-एफ० सी० (ii)]

वीरेन्द्र देव व्यास, उप-सचिव ।

MINISTRY OF FOREIGN TRADE

New Delhi, the 17th April 1970

S.O. 1562.—In exercise of the powers conferred by sub-section (3) of section 4 of the Tea Act, 1953 (29 of 1953), the Central Government hereby appoints, for the period commencing from the 11th March, 1969 and ending with the 11th April, 1969, Shri Prem Kumar, I.A.S., Deputy Chairman, Tea Board, as Chairman, Tea Board, vice Shri A. K. Roy proceeded on leave.

[No. F. 1(1)-Plant(A)/69.]

M. L. GUPTA, Under Secy.

New Delhi, the 20th April 1970

S.O. 1563.—In exercise of the powers conferred by Sub-clause (1) of clause 21C of the Cotton Cloth Textiles (Control) Order, 1948, the Central Government hereby specifies:—

- (i) 6 paise per square metre as the rate for the purposes of paragraph (b) of sub-clause (1) of clause 21C aforesaid; and
 - (ii) 2 paise per square metre for grey dhoti and saree and 1 paise per square metre for other varieties as the rates for the purposes of paragraph (a) of sub-clause (1) of Clause 21C aforesaid;
- for the quarter ending with 31st January, 1970.

[No. F.21/10/69-Tex.A.]

H. K. BANSAL, Dy. Secy.

विदेश व्यापार मंत्रालय

नई दिल्ली, 20 अप्रैल 1970

फा० नो० 1563.—सूती वस्त्र उद्योग (नियंत्रण) आदेश, 1948 के खंड 21 ग के उप-खंड (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार 31 जनवरी, 1970 को समाप्त होने वाली तिमाही के लिए :—

- (i) उपर्युक्त खण्ड 21ग के उप-खंड (1) के पैरा (ख) के प्रयोजनों के लिए 6 पैसे प्रति वर्गमीटर की दर ; और

- (ii) उपर्युक्त खंड 21ग के उप-खंड (i) के पैरा 1 क के प्रयोजनों के लिए दूसर धोती और साड़ी के लिए 2 पैसे प्रति वर्ग मीटर को और अन्य किस्मों के लिए 1 पैसा प्रति वर्ग मीटर की दर एतद्द्वारा विनिर्दिष्ट करती है।

[सं० फा० 21/10/69-व० उ० क०]

एच० के० बंसल, उप-सचिव।

(Office of the Joint Chief Controller of Imports and Exports)

Bombay, the 3rd February 1970

SUBJECT:—Order for cancellation of Customs purposes copy of licence No. P/EI/0121031 dt. 29th June, 1968 for Rs. 66431/- issued in favour of M/s. John Trading Corpn., Bombay-14.

S.O. 1564.—M/s. John Tdg. Corpn. Bombay-14 were granted import licence No. P/EI/0121031 dt. 29th June, 1968 for Rs. 66431/- for the imports of items shown on the reverse of this order for the licensing period A.M. 69 from G.C.A. They have applied for duplicate Custom purposes copy of the above-mentioned licence on the ground that the original Customs purposes copy of the licence has been lost or misplaced. It is further stated that the original licence was not registered with any Custom House/Bank and not utilised.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly attested before the Presidency Magistrate, Esplanade Court, Bombay, I am satisfied that the original Licence No. P/EI/0121031 dt. 29th June, 1968 has been lost or misplaced and direct that a duplicate customs purpose copy of the licence should be issued to the applicant. The original licence No. P/EI/0121031 dt. 29th June, 1968 is cancelled.

[No. 87-109-IV/3/A.M.70/E.I.I.]

Bombay, the 10th February 1970

SUBJECT:—Order for cancellation of Exchange Control Purpose copy of licence No. P/EI/0125675 dt. 28th November, 1968 for Rs. 9258/- issued in favour of M/s. Natwarlal Bhimji and Co., 51 Bhandari St., Koliwada, Bombay-3.

S.O. 1565.—M/s. Natwarlal Bhimji & Co., Bombay-3, were granted import licence No. P/EI/0125675 dt. 28th November, 1968 for Rs. 9258/- for the imports of items shown on the reverse of this order for the licensing period AM 69 from G.C.A. They have applied for duplicate Exchange Control Purpose copy of the above-mentioned licence on the ground that the original Exchange Control Purpose copy of the licence has been lost or misplaced. It is further stated that the original licence was registered with Custom House/Bank and partly utilised.

In support of this contention, the applicant has filed an affidavit on stamped paper duly attested before the Presidency Magistrate, Esplanade Court, Bombay, I am satisfied that the original licence No. P/EI/0125675 dt. 28th November, 1968 has been lost or misplaced and direct that a duplicate Exchange Control Purpose copy of the licence should be issued to the applicant. The original licence No. P/EI/0125675 dt. 28th November, 1968 is cancelled.

[No. 87-109-IV/3/AM.70/EI.1.]

MISS S. D. MARATHE,

Deputy Chief Controller of Imports.
for Jt. Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 8th April 1970

S.O. 1566.—M/s. Topic English Weekly (Topic Printing and Publication Pvt. Ltd.), Ahmedabad were granted an import licence No. P/A/1300874/C/XX/31/H/29.30 dated 5th June, 1969, for Rs. 6750 (Rupees six thousand seven hundred and

fifty only). They have applied for the issue of a duplicate Customs Purposes and Exchange Control Purposes copy of the said licence on the ground that the original Customs Purposes and Exchange Control Purposes copy has been lost/misplaced. It is further stated that the original Customs Purposes/Exchange Control copy was registered with the Customs authorities at..... Bank Ltd.,.....unutilised and/utilised fully/partly. It was utilised for Rs. and the balance available on it was Rs.....

2. In support of this contention the applicant has filed an affidavit..... I am accordingly satisfied that the original Customs Purposes/Exchange Control Purposes copy of the said licence has been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9 (cc) of the Imports (Control) Order, 1955 dated 7th December, 1955 as amended the said original Customs purposes and Exchange Control Purposes copy of licence No. P/A/1396874/C/XX/31/H/29-30 dated 5th June, 1969 issued to M/s. Topic English Weekly, (Topic Printing and Publication Pvy. Ltd). Ahmedabad is hereby cancelled.

3. A duplicate Customs purposes and Exchange Control Purposes copy of the said licence is being issued separately to the licensee.

[No. 44.V/T-41/68-69/NPCIB.]

S. K. USMANI,

Dy. Chief Controller of Imports & Exports.

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

New Delhi, the 9th April 1970

SUBJECT:—Order cancelling the Exchange Control Purposes Copy of Import Licence No. P/F/2017292/S/AU/31/C/27/28/U.S.Aid.386-H-184 dated 9th June 1969 in connection with the issue of duplicate copy of the same in terms of G.L.I. No. 10/67 dated 23rd March 1967.

S.O. 1567.—Messrs Hindusthan Trading Corporation, Calcutta were granted an Import Licence No. P/F/2017292/5/AU/31/C/27-28/U.S. Aid 386-H-184 dated 9th June 1969 in duplicate. They have applied for a duplicate Exchange Control Purposes Copy of the licence on the ground that the original of the same has been misplaced or lost. It is further stated that the licence in question was not registered with any Customs House and not utilised.

In support of this contention the applicants have filed an Affidavit to the effect that the original Exchange Control Purposes Copy of the licence has been misplaced/lost. I am satisfied that the original Exchange Control purposes copy of the licence No. P/F/2017292/S/AU/31/C/27-28 U.S. Aid. 386-H-184 dated 9th June 1969 particulars of which are given below has been misplaced/lost and directed that a duplicate Exchange Control Purpose Copy of the licence should be issued to the applicant. The original Exchange Control Purpose Copy of the licence is cancelled.

[No. U.S. Aid/65(5)-V/106/68-69/AU. III.]

B. B. MUKHERJEE,

Dy. Chief Controller Imports & Exports.

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND CO-OPERATION

(Department of Agriculture)

New Delhi, the 21st April 1970

S.O. 1568.—In exercise of the powers conferred by the proviso to article 309 of the Constitution and in supersession of all previous orders on the subject, the President hereby makes the following rules regulating the method of recruitment to Class V posts in the Directorate of Marketing and Inspection under the Department of Agriculture.

1. **Short title and commencement.**—(i) These rules may be called the Directorate of Marketing and Inspection (Class IV Non-gazetted Posts) Recruitment Rules, 1960.

(ii) They shall come into force in the date of their publication in the Official Gazette.

2. **Application.**—These rules shall apply to the posts specified in column I of the Schedule annexed hereto.

3. **Number of the posts, their classification and scales of pay.**—The number of the said posts, their classification and the scales of pay attached thereto shall be as specified in columns 2 to 4 of the said Schedule.

4. **Method of recruitment, age limit, qualifications etc.**—The method of recruitment, to the said posts, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the Schedule aforesaid :

Provided that the upper age limit prescribed for direct recruits may be relaxed in the case of candidates belonging to the Scheduled Castes, the Scheduled Tribes and other special categories of persons in accordance with the orders issued from time to time by the Central Government.

5. **Disqualifications.**—(i) No person who has more than one wife, having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life time of such spouse shall be eligible for appointment to any of the said posts. (ii) No woman, whose marriage is void by reason of the husband having a wife living at the time of such marriage, or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to any of the said posts:

Provided that the Central Government may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

6. **Power to relax.**—Where the Central Government is of opinion that it is necessary or expedient so to do, it may, by order, for reasons to be recorded in writing relax any of the provisions of these rules with respect to any class or category of persons.

SCHEDULE

Recruitment Rules for Class IX posts in the Directorate of marketing and inspection in the Ministry of Food, Agriculture, C. D. & Cooperation (Department of Agriculture)

Name of post	No. of posts	Classification	Scale of pay	Whether selection post or non-selection post	Age limit	Educational qualifications required for direct recruitment	Whether age and educational qualifications prescribed for the posts are applicable for promotees	Period of probation (for permanent posts only)	Method of recruitment.	In case of recruitment by promotion/transfer, grades which promotion to be made	If any DP.C., its composition.	Re-marks
1	2	3	4	5	6	7	8	9	10	11	12	13
1. Jamadar.	1	G. C. S. Class IV Non-gazetted.	Rs. 75-1-95.	Non-selec-	..	..	No	6 months.	100% by promotion.	From amongst Peons.	..	..
2. Daftri .	..	Do.	Do.	..	..	..	No	Do.	Do.	Do.	..	..
3. Laboratory Attendant.	..	Do.	Do.	Non-selection.	..	Middle standard passed	No	Do.	50% by direct recruitment 50% by promotion.	From amongst peon and grading attendant with 3 years' experience.	..	..
4. Peon	..	Do.]	Rs. 70-1-80-EB-1-85.	..	18-25 years	Do.	..	Do.	100% by direct recruitment.	..	..	..
5. Sweeper	..	G. C. S. Class IV Non-gazetted.	Rs. 70-1-80-EB-1-85	..	18-25 years	..	..	5 months.	100% by direct recruitment.	..	..	..

6. Grading Attendant	..	Do.]	Do	..	Do.	1. Middle standard passed. 2. Must have sturdy physique.	..	Do.	Do.*	..	..	..
7. Farash	..	Do.]	Do.]	..	Do.]	V. standard passed.	..	Do.	Do.	..	..	..
8. Chowkidar	..	Do.	Do.	..	Do.	Literate and must have sturdy physique.	..	Do.	Do.	..	..	..

[No. F.1-70/-LA.]

S.R.O. 1569.—In exercise of the powers conferred by the proviso to article 309 of the Constitution and in supersession of all previous orders on the subject, the President hereby makes the following rules regulating the method of recruitment to Class III posts in the Directorate of Marketing and Inspection under the Department of Agriculture.

1. Short title and commencement.—(i) These rules may be called the Directorate of Marketing and Inspection (Class III Non-gazetted Posts) Recruitment Rules, 1969.

(ii) They shall come into force in the date of their publication in the official Gazette.

2. Application.—These rules shall apply to the posts specified in column I of the Schedule annexed hereto.

3. Number of the posts, their classification and scales of Pay.—The number of the said posts, their classification and the scales of pay attached thereto shall be as specified in columns 2 to 4 of the said Schedule.

4. Method of recruitment, age limit, qualifications etc.—The method of recruitment, to the said posts, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the Schedule aforesaid :

Provided that the upper age limit prescribed for direct recruits may be relaxed in the case of candidates belonging to the Scheduled Castes, the Scheduled Tribes and other special categories of persons in accordance with the orders issued from time to time by the Central Government.

5. Disqualifications.—(i) No person who has more than one wife, having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life time of such spouse shall be eligible for appointment to any of the said posts. (ii) No woman, whose marriage is void by reason of the husband having a wife living at the time of such marriage, or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to any of the said posts :

Provided that the Central Government may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

6. Power to relax.—Where the Central Government is of opinion that it is necessary or expedient so to do, it may, by order, for reasons to be recorded in writing, relax any of the provisions of these rules with respect to any class or category of persons.

SCHEDULE

*Recruitment Rules for Class III Non-Gazetted Posts in the Directorate of Marketing & Inspection Ministry of Food, Agriculture, C. D. & C.
(Department of Agriculture)*

Name of the post	No. of posts	Classification	Scale of pay	Whether selection post or non-selection Post	Age limit.	Educational and other qualifications required for direct recruitment	Whether age and educational qualifications prescribed for the direct, rectt-apply in the case of promotees.	Period of probation, if any	Method of recruitment, whether by direct recruitment or by promotion or transfer and percentage of the vacancies to be filled by various methods.	In case of recruitment by promotion / transfer, grades from which promotion to be made	If D.P.C. exists, what is the composition which is to be consulted in making recruitment	
I	2	3	4	5	6	7	8	9	10	11	12	13
I. Superintendent	2	G. C. S. class III Non-gazetted (Ministerial)	Rs. 350-15-450-25-475	Selection	Not applicable	Not applicable	Not applicable	2 years	50% by promotion, 50% by deputation.	Promotion: Head Clerk with 3 years' service in the grade. Deputation : Permanent Grade IV officers of the CSS with minimum length of 5 years approved service in that Grade (period of deputation ordinarily not exceeding two years).	Class III D.P.C.	Not applicable

1	2	3	4	5	6	7	8	9	10	11	12	13
2. Accountants	2	G. C. S. Class III Non-gazetted (Non-ministerial)	Rs. 270-15-435 EB-20-575	Not applicable	Not applicable	Not applicable	Not applicable		To be taken on deputation from Audit officers	Deputation : S.A.S. Accountants from audit offices. (Period of deputation ordinarily not exceeding 3 years).	Not applicable	Not applicable
3. Senior Inspectors.	92	G. C. S. Class III Non-gazetted (Non-ministerial)	Rs. 250-10-290-15-320 EB-15-530	Selection	30 years and below	Essential : Group I (General Grading Schemes) a degree in Agriculture or Botany of a recognised University. Group I (Survey & Research) a degree in Agriculture or Economics of a recognised University. Group II (Livestock) a degree in Agriculture or Veterinary Science of a recognised University. Group III (Ghee, Oils & Essential Oils) a degree in Science (with Chemistry as one of the subjects or a degree in Agriculture and at least one year's experience in the	Not applicable	2 years	For Groups I & II B promotion—33½% By direct recruitment—66½% For Group III By promotion—50% By direct recruitment—50%	Promotion (Groups I & II) From amongst Junior Inspectors and Analysts having pur in 3 years service in the grade. (Group III)—From amongst Asstt./ Junior Chemists with 3 years' service in the grade.	Class III D.P.C.	Not applicable

Senior
Inspector
(contd.)

field of analytical work or in the marketing of milk and milk products, oils and fats including essential oils.

OR

B. Sc. (Tech.) in Oil Technology or B.Sc. Food (Tech.) or B.Sc. Dairying) or B.Sc. (Chemical Tech.) or M.Sc. in pure or applied Chemistry or Agricultural Chemistry

Desirable : Groups (I to III)

1. Certificate of training in Agricultural Marketing of not less than one year's duration either in the Dte. of Mkg. & Inspn. or in any recognised Institution.
2. Experience in the marketing of agricultural and live-Stock products.

4. Head Draftsman (Non- ministerial)	1 G. C. S. Class III Non- gazetted Non- Ministerial	Rs. 250- 10-290- 15-380.	Selec- tion	N. A. Not applicable	N. A. 2 years	By promo- tion 100%	From amongst the draftsman with at least 3 years' service in the grade.	Class III D.P.C.	Not appli- cable
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1	2	3	4	5	6	7	8	9	10	11	12	13
5. Junior Inspector	11	G.C.S. Class III Non-gazetted Non-Ministerial	Rs. 210-10-290-15-320-EB-425.	Not applicable	25 years and below	A degree in Agriculture or Veterinary Science as the case may be (candidates with Veterinary Science qualifications will be eligible only for the posts dealing with livestock and its products while Agricultural graduates will be eligible for all posts).	Not applicable	2 years	Direct recruitment 100%	Not applicable	Not applicable	Not applicable.
6. Analyst	5	Do.	Do.	Do.	Do.	A degree in Agriculture of a recognised University or equivalent.	Do.	Do.	Do.	Do.	Do.	Do.
7. Statistical Assistant.	6	Do.	Do.	Non-selection	N.A.	Not applicable.	Do.	Do.	By promotion 100%	Statistical Clerks with at least 3 years service in the grade.	Class III D.P.C.	Do.
8. Librarian	2	Do.	Do.	N.A.	25 years and below	A University degree and a diploma in Librarianship with adequate experience of Library work.	Do.	Do.	Direct recruitment 100%	N.A.	N.A.	Do.
<i>Essential :</i>												
9. Technical Assistant	1	G. C. S. Class III. Non-gazetted (Ministerial)	Rs. 210-10-290-15-320-EB-425	Selection	25 years and below	A degree of a recognised University, 3 years' experience in office work relating to development of marketing.	Deputationist Age No. Educational qualifications: Yes	2 years	Promotion: 50% Deputation 25% Direct recruitment 25%	Promotion : From amongst U.D.Cs. in the offices under A.M.A's. control with 3 years' experience in the grade.	Class III D.P.C.	Not applicable.

		G. C. S. Class III Non-gazetted				Desirable : Knowledge of Mar- keting of Agricultural commodities. Knowledge of typing.				Deputation : Grade I of C.S.C. S. (Period of deputation ordinarily not exceeding 2 years.)		
10. Transla- tor (Hindi)	I	(Non- Ministerial)	Do.	N.A.	Do.	1. A degree of recogni- sed University with Hindi as a special subject or equivalent qualifications. 2. About 3 years' experience in Hindi Journalism or Trans- lation in Hindi.	N.A.	Do.	Direct re- recruitment 100%	N.A.	N.A.	N.A.
11. Produc- tion Assis- tant.	I	G. C. S. Rs. 210- Class III 10-290- Non-ga- 15-320- zatted EB-425. (Non- ministerial)		Not appli- cable.	30 years and below	1. A degree of a recog- nised University. 2. About 3 years' ex- perience in editing, compiling and proof reading.	Not app- licable.	2 Years	Direct re- cruitment 100%	Not applicable	Not appli- cable.	Not appli- cable.
12. Junior/ Asstt. Chemist (Ghee, Oils Essential Oils, Wool)	79	Do.	Do.	Selec- tion	Below 30 years	A degree in Agricul- ture or Science (with Chemistry as one of the subjects and at least one year's ex- perience in analyti- cal field in a recog- nised Institution. OR B.Sc. (Tech.) in Oil ' Technology or B.Sc. (Dairying) or B. Sc. (Food Tech.) or B. Sc. (Chemical Tech.) or M. Sc. in pure or applied Che- mistry or M. Sc. in Agricultural Che- mistry.	No.	Do.	By promo- tion 50% By direct recruitment 50%	From amongst Laboratory Assistants with at least 3 years service in the grade	Class III D.P.C.	Not appli- cable.

1	2	3	4	5	6	7	8	9	10	11	12	13
13. Head Clerk	7	G.C.S. Class III Non-gazetted Ministerial	Rs. 210-10-290-15-380.	Selection	Not applicable.	Not applicable	Not applicable	2 years	By promotion 100%	From U.D.Cs./Accountants in offices under A.M.As. control with at least 3 years service in the grade.	Class III D.P.C.	Not applicable
14. Statistical Clerk	11	Do. Non-Ministerial	Rs. 150-5-160-8-200-EB-8-256-EB-8-280-10-300.	Non-selection	Below 25 years	A degree in Mathematics of 3 years' practical experience as C.M.O. or dealing with Statistics.	No.	Do.	Direct recruitment—66½% Promotion—33½%	Promotion :— From amongst C.M. Os. with at least 3 years service in the grade.	Do.	Do.
15. Laboratory Assistant (Ghee, Oils, Essential Oils, Wool, etc)	110	Do.	Do.	N.A.	Do.	A degree in Agriculture or Science with Chemistry as one of the subjects from a recognised University or equivalent.	N.A.	Do.	By direct recruitment 100%	N.A.	N.A.	Do.
16. Draftsman	3	G.C.S. Class III Non-Gazetted, (Non-Ministerial)	Rs. 150-5-175-6-205-EB-7-240	Non-selection	Below 25 years	Matriculation or its equivalent with at least 3 years' experience in preparing charts, diagrams, maps, graphs, etc.	No.	2 years	By promotion—50% By direct recruitment—50%	Promotion :— From amongst Diagram & Map Makers with at least 3 years service in the grade	Class III D.P.C.	Not applicable
17. Store-Keeper (Laboratory)	1	Do. Ministerial	Do.	Not applicable	Do.	A degree in Agriculture or in Science with Chemistry as one of the subjects.	Not applicable	Do.	Direct recruitment 100%	Not applicable	Not applicable	Not applicable
18. Junior Accountant	5	Do.	Rs. 130-5-160-8-200-EB-8-256-EB-8-280-10-300	Non-selection	Not applicable	Not applicable	Do.	Do.	By promotion—75% and 25% by competitive examination limited to L.D.Cs. of the Directorate of Marketing & Inspection.	Promotion :— From L.D.Cs. in offices under AMA's control with at least 3 years' service in the grade	Class III D.P.C.	Not applicable

19. Steno-grapher	1	G.C.S. Class III Non-gazetted Ministerial	Rs. 130-5-160-8-200-EB-8-256-EB-8-280-10-300	Not applicable	Between 18 & 25 yrs.	Essential :— 1. Matriculation or equivalent from any recognised University 2. A speed of 100 words per minute in Shorthand and 40 words per minute in typewriting. Desirable :— Experience as a Stenographer or a steno-typist in a firm/office	Not applicable	2 years	Direct recruitment 100%	Not applicable	Not applicable	Not applicable
20. Senior Proof Reader	1	Do. Non-Ministerial	Do.	Do.	Not applicable	Not applicable	Do.	Not applicable	By transfer/ deputation	Deputation :— Readers at the Govt. of India Presses (Period of deputation ordinarily not exceeding 3 years) Transfer : Persons working in similar equivalent grades from other Central Govt. offices.	Not applicable	Not applicable
21. Studio Attendant	5	G.C.S. Class III Non-Gazetted Non-Ministerial	Rs. 125-3-131-4-155	N.A.	Between 18 & 25 yrs.	1. Matriculation or its equivalent. 2. About 2 years' experience as a dark room Assistant in a Photo Film Studio.	N.A.	2 years	By direct recruitment	Not applicable	N.A.	N.A.
22. Diagram & Map Maker	3	Do.	Rs. 110-4-150-EB-4-170-5-180-EB-5-200	Do.	25 years and below	Matriculation or its equivalent. At least one year's experience in preparing maps, etc.	Do.	2 years	Direct recruitment 100%	Do.	Do.	Do.

I	2	3	4	5	6	7	8	9	10	11	12	13
23. Calculating Machine Operator	5	G.C.S. Class III Non-Gazetted Ministerial	Rs. 110-3-131-4-155-EB-5-175-5-180 plus Rs. 10 special pay	Not applicable	25 years and below	1. Matriculation or its equivalent, preferably with distinction in Mathematics. 2. At least 6 months' experience of operating calculating machine.	Not applicable	2 years	Direct recruitment 100%	Not applicable	Not applicable	Not applicable
24 Lower Division Clerk	57	Do.	Rs. 110-3-131-4-155-EB-4-175-5-180	Do.	18—21 years	1. Matriculation or equivalent qualifications. 2. Minimum speed of 30 words per minute in typewriting, provided (a) that a person not possessing the said qualification in typewriting may be appointed subject to the condition that he will not be eligible for drawing increments in the pay scale or for quasi-permanency or for confirmation in the grade till he acquires a speed of 30 w. p.m. in type writing, and (b) that a physically handicapped person who is otherwise qualified to hold a clerical post, but does not possess the said qualification in typewriting, may be	Do.	Do.	By direct recruitment 100%	10% of the vacancies in the grade of L.D. C. to be filled by direct recruitment, will be reserved or being filled up by Class IV employees (borne on regular establishment), subject to the following conditions :— (a) Selection would be made through a departmental examination confined to such Class IV employees who fulfil the requirement of minimum educational qualification, <i>viz.</i> Matriculation or equivalent.	Do.	Do.

appointed subject to the condition that the Medical Board attached to the Special Employment Exchange for handicapped or where there is not such board, the Civil Surgeon certifies that the said handicapped person is not in a fit condition to be able to type.

(b) The maximum age for this examination would be 40 years (45 years for SC/ST candidates)

(c) At least 5 years' service in Class IV would be essential.

(d) The maximum number of recruits by this method would be limited to 10% of the vacancies in the cadre of L.D.C. occurring in a year; unfilled vacancies would not be carried over.

25. Telephone Operator	2	G.C.S. Class III, Non-Gazetted, Ministerial	Rs. 110-3-131-4-155-EB-4-175-5-180	Not applicable	25 years and below	Matriculation with experience of managing P.B.X. Board	Not applicable	2 years	By direct recruitment 100%	Not applicable	Not applicable	Not applicable
26. Driver	1	Do	Rs. 110-3-131-4-139	Do.	30 years and below	Essential :— 1. Should possess knowledge of motor mechanics.	Do.	Do.	By direct recruitment on the result of the test in driving designed to adjudge suitability for the	Not applicable	Not applicable	No applicable

**MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND
COMPANY AFFAIRS**

(Department of Industrial Development)

ORDER

New Delhi, the 16th April 1970

S.O. 1570.—In exercise of the powers conferred by clause 8 of the Tractors (Price Control) Order, 1967, the Central Government hereby authorises the Director of Agriculture of all the State Governments in India to exercise the powers of inspection, entry and search under sub-clauses (a) and (b) of the said clause within their respective States.

[No. F. AE Ind-II/5(26)/67.]

R. V. SUBRAHMANYAN, Jt. Secy.

(Department of Industrial Development)




Indian Standards Institution

New Delhi, the 8th April, 1970

S.O. 1571.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard mark (s), design (s) of which together with the verbal description of the design (s) and the title (s) of the relevant Indian Standards (s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

THE SCHEDULE

Serial No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of effect
1	2	3	4	5	6
1.	IS : 740 	Wrought aluminium and aluminium alloys, rivet stock.	IS : 740-1966 Specification for wrought aluminium and aluminium alloys, rivet stock (for general engineering purposes) (<i>revised</i>).	The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (2), the number, designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	16 April 1970.
2.	IS : 1406 TIN ONLY 	Rectangular tins	IS : 1406-1963 Specification for rectangular tins (<i>revised</i>).	The monogram of the Indian Standards Institution consisting of letters 'ISI' drawn, in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side and the words 'tin only' being subscribed under the bottom side of the monogram as indicated in the design.	1 April 1970.
3.	ISI 4269 GRADE I 	Dextrin for use in foundries	IS : 4269-1967 Specification for dextrin for use in foundries.	The monogram of the Indian Standards Institution consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of Indian Standard being superscribed on the top side and the grade designation subscribed under the bottom side of the monogram as indicated in the design.	1 April 1970.

New Delhi, the 16th April, 1970

S.O. 1572—In pursuance of regulation 4 of the Indian Standards Institution (Certification marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed/have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

THE SCHEDULE

Serial No.	No. and title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified	No. and Date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)	(5)	(6)
1	IS: 1661-1960 Code of Practice for cement and cement-lime plaster finishes on walls and ceilings.	S.O. 570 dated 18 March 1961.	No. 1 February 1970	Clauses 0.4 and 8.12.1 have been amended.	1 February, 1970
2	IS: 1809-1969 Specification for nickel salts of electroplating (first revision).	S.O. 2555 dated 28 June, 1969.	No. 1 March 1970	Informal table under clause B-5.1.1 has been substituted by a new one.	1 March, 1970
3	IS: 1886-1967 Code of practice for installation and maintenance of transformers (first revision).	S.O. 2789 dated 19 August, 1967.	No. 2 April, 1970	(Page 23, clause 8.4.2, line 2) —Substitute '40kV' for '30kV'.	1 April, 1970.
4	IS: 2032 (Part II)—1962 Graphical symbols used in electrotechnology Part II Kind of current distribution systems, and methods of connection.	S.O. 3881 dated 29 December, 1962.	No. 2 April, 1970	Clauses 2.1.2, 2.2.1 (a) (b) and (c), 2.2.2 (a) and (b) and 2.4.6 (3) and (4) have been amended.	1 April 1970
5	IS: 2048-1962 Specification for parallel keys and keyways.	S.O. 2976 dated 29 September, 1962.	No. 2 April, 1970	(i) A new clause 2.4 has been added. (ii) clause 6.1 has been substituted by a new one.	1 April 1970

1	2	3	4	5	6
6	IS: 2317-1963 Method for gravimetric determination of sulphates.	S.O. 1683 dated 22 June 1963.	No. 1 May, 1970.	Clause 4·1 has been amended.	May 1970
7	IS : 2581-1968 Specification for round strand galvanized steel wire ropes for shipping purposes. (first revision).	S.O. 4961 dated 20 December, 1969.	No. 1 March, 1970.	Clause 3·1 has been amended.	1 March 1970
8	IS: 2617-1967 Specification for millboard, greyboard and straw-board. (first revision).	S.O. 4562 dated 23 December, 1967	No. 1 April, 1970.	Clause 2·3 has been substituted by a new one.	1 April 1970
9	IS: 2635-1966 Specification for dc electric welding generators (revised)	S.O. 4023 dated 31 December, 1966.	No. 2 March, 1970.	Clause 14·1 has been substituted by a new one.	1 March, 1970
10	IS: 2911 (Part I)—1964 Code of practice for design and construction of pile foundations Part I load bearing concrete piles.	S.O. 2673 dated 28 August 1965.	No. 1 March, 1970.	(i) The existing clauses No. 1 to 10 are to be treated as section I; and (ii) A new section has been added after clause 10·1.	1 March 1970
11	IS: 3078-1965 Specificationn for rings for spinning frame.	S.O. 3059 dated 2 October 1965.	No. 1 April 1970.	(i) clause 3·3 has been amended; and (ii) clause 3·3·1 has been deleted and clause 3·3·2 re-numbered as 3·3·1.	1 April, 1970
12	IS: 3097-1965 Specification for veneered particle boards.	S.O. 3450 dated 6 November 1965.	No. 1 April 1970.	(i) Clause 9·1·2·1 has been substituted by a new one, and (ii) Clause 9·3·1 has been deleted.	1 April, 1970

13	IS: 3129-1965 Specification for particle board for insulation purposes.	S.O. 1081 dated 9 April 1966.	No. 1 April 1970	Clause 3.1 has been amended.	1 April, 1970
14	IS: 3496-1966 Specification for dobby lags and pegs.	S.O. 2037 dated 9 July 1966.	No. 1 April 1970	Foreign timbers have been replaced by indigenous ones.	1 April, 1970.
15	IS: 3698-1966 Specification for spindles for warp ring frames.	S.O. 241 dated 21 January 1967.	No. 1 April 1970	(i) Dimension 'H' in Fig. 1 has been deleted and (ii) Informal table under Appendix A amended	1 April, 1970.
16	IS: 3707-1966 Specification for ball point pen refills.	S.O. 241 dated 21 January 1967.	No. 1 April 1970	(i) Clause 7.1 has been deleted and the subsequent clauses re-numbered accordingly and (ii) Table 1 and clause A-3.2 have been amended.	1 April, 1970
17	IS: 3876-1967 Specification for plaster knife, dental.	S.O. 1972 dated 10 June, 1967.	No. 1 March, 1970	(i) The title on first cover page, pages 1 and 2 has been amended, (ii) Clauses 7.2 and 7.2.2 have been substituted by new ones. (iii) Clause 7.2.1 has been deleted and (iv) Caption of Fig. 1 has been amended.	1 March, 1970
18	IS: 4047-1967 Specification for heavy duty air-break switches and composite units of air-break switches and fuses for voltages not exceeding 1,000 volts.	S.O. 3673 dated 14 October, 1967.	No. 2 April, 1970	(Page 9, clause 5.1, line 2)—Delete 'or IS: 3427' and also the relevant foot-note.	1 April, 1970

(1)	(2)	(3)	(4)	(5)	(6)
19	IS: 4571-1968 Specification for aluminium extension ladders for fire brigade use.	S.O. 3152 dated 14 September, 1970.	No. 1 April, 1970	Informal tables under clauses 2.1 and 2.2 and clause 2.4 have been amended.	1 April, 1970
20	IS: 4780-1968 Specification for fresh silver pomfret and brown pomfret.	S.O. 368 dated 25 January 1969.	No. 1 April, 1970	Table 1 has been amended.	1 April, 1970
21	IS: 4781-1968 Specification for fresh threadfin.	S.O. 368 dated 25 January, 1969.	No. 1 April, 1970	Table 1 has been amended.	1 April, 1970
22	IS: 4898-1968 Specification for steel castings for case carburizing.	S.O. 1455 dated 19 April 1969.	No. 1 1 March 1970	(i) (Page 7, clause 11.2, last line)—Substitute 'Table 3' for 'Table 2'. (ii) Clauses 14.1 and 14.2 have been substituted by new ones. (iii) (Page 9, reference to clause number under Appendix A)—substitute '14.1.1' for '14.2'.	1 March, 1970

Copies of these amendments are available with the Indian Standards Institution, 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi-1, and also its branch offices at (i) 534 Sardar Vallabhbhai Patel Road, Bombay-7 (ii) 5 Chowringhee Approach, Calcutta-13 (iii) 54 General Patters Road, Madras-2 (iv) 117/418 B, Sarvodaya Nagar, Kanpur, and (v) 5-9-201/2 Chirag Ali Lane, Hyderabad-1.

[No. CMD/13:5]

(Sd/-) (A. K. Gupta),
Deputy Director General.

S.O. 1573.—The Certification Marks licences, details of which are mentioned in the schedule given hereafter, have lapsed or their renewal deferred

THE SCHEDULE

Sl. No.	Licence No. (CM/L-)	Licencee's Name and Address	Article/Process and the Relevant IS: Designation	S.O. Number and Date of the Gazette Notifying Grant of Licence	Remarks
1	CM/L-589 14-10-1963	PVC Wires & Cables (P) Ltd., 1 Ishan Ghosh Road, Calcutta-8.	PVC insulated cables — IS: 694 (Parts I & II)— 1964	S.O. 3230 dated 5-11-1963	It was deferred after 15-11- 1968 and has now to be treated as lapsed after that date.
2	CM/L-1086 1-6-1965	The National Iron & Steel Co. Ltd., 51 Stephen House, 4 Dalhousie Square East, Calcutta-1.	Structural steel (fusion) wel- ding quality—IS: 2062- 1962.	S.O. 2403 dated 31-7-1965	It was deferred after 15-6- 1968 and has now to be treated as lapsed after that date.
3	CM/L-1087 1-6-1965	The National Iron & Steel Co. Ltd., 51 Stephen House, 4 Dalhousie Square East, Calcutta-1.	Mild steel and medium ten- sile steel bars and hard-drawn steel wire for concrete reinforce- ment IS: 432-1960.	S.O. 2403 dated 31-7-1965	It was deferred after 15-6- 1968 and has now to be treated as lapsed after that date.
4	CM/L-1088 1-6-1965	Do.	Structural Steel (high tensile)—IS: 961-1962.	Do.	Do.
5	CM/L-1208 11-2-1966	Asmopal Engg. Co. C-16-17, Sri Ram Industrial Estate Katrak Road, Wadala, Bombay-1.	Three-phase induction motors, up to 3.7. KW (5 HP) only with Class 'A' insulation—IS: 325-1961	S.O. 851 dated 19-3-1966	Deferred after 15-2-1970.
6	CM/L-1594 26-12-1967	Selective Chemicals Pvt. Ltd., Ruvapari Road, Bhavnagar, Gujarat.	BHC water dispersible powder concentrates — IS- 562-1962.	S.O. 284 dated 20-1-1968	Deferred after 30-6-1969.
7	CM/L-1767 19-8-1968	Parkash & Co., 5/17 Kirti Nagar Indus- trial Area, New Delhi-15.	Brass ball valves (horizontal plunger type) 15 mm size—IS: 1703-1962.	S.O. 3677 dated 19-10-1968	Deferred after 18-2-1970.
8	CM/L-1819 25-10-1968	Fairman Enterprise, 13 Balliaghata Road, Calcutta-15.	Tea-chest metal fittings— IS: 10-1964.	S.O. 4257 30-11-1968	Deferred after 31-10-1969.

(1)	(2)	(3)	(4)	(5)	(6)
9	CM/L-1913 6-2-1969	Leader Engineering Works, Industrial Town, Jullundur-4.	Stuice valves for water works purposes, class I upto 80 mm size—IS : 780-1967.	S.O. 1256 5-4-1969	Deferred after 15-2-1970.
10	CM/L-1922 18-2-1969	Balaji Agro-chemicals Corporation, Assisted Private Industrial Estate, Chittoor (A.P.)	Parathion emulsifiable concentrates—IS 2199-1962.	S.O. 1256 dated 5-4-1969	It was deferred after 28-2-1970 and has now to be treated as lapsed after that date.
11	CM/L-1926 25-2-1969	Saindia Centre, A-2/33, Rajouri Garden, New Delhi-27.	Butyrometers, 10%—IS: 1223-1958.	Do.	Deferred after 28-2-1970.
12	CM/L-1928 25-2-1969	Balaji Agro-Chemicals Corpn., assisted Pvt. Industrial Estate, Chittoor.	Endrin emulsifiable concentrates—IS:1310-1958.	Do.	It was deferred after 28-2-1970 and has now to be treated as lapsed after that date.
13	CM/L-1935 17-3-1969	Agarwal Steel Industries Marol-Moroshin Road, Marol, Bombay-59 (Offices : Kasara Street, Darukhana, Bombay-10 DD).	Structural steel (ordinary quality)—IS:1977-1962.	S.O. 1639 dated 3-5-1969.	Deferred after 15-3-1970.
14	CM/L-1937 17-3-1969	Balaji Agro-chemicals Corporation, Assisted Pvt. Industrial Estate, Chittoor (A.P.)	BHC water dispersible powder concentrates—IS : 562-1962	Do.	It was deferred after 28-2-1970 and has now to be treated as lapsed after that date.
15	CM/L-1938 17-3-1969	Do.	DDT water dispersible powder concentrates—IS: 565-1961	Do.	It was deferred after 28-2-1970 and has now to be treated as lapsed after that date.

[No. CMD/13-14].

A. K. GUPTA,
Deputy Director General.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 16th April 1970

S.O. 1574.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to Messrs New India Maritime Agencies (Private) Limited, Madras-1 and their workmen, which was received by the Central Government on the 7th April, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Tuesday the 31st day of March, 1970.

PRESENT

Thiru S. Swamikkannu, B. Sc., M.L.,

Industrial Tribunal, Madras.

INDUSTRIAL DISPUTE No. 10 OF 1970

(In the matter of the dispute for adjudication U/s. 10(1)(d) of the I.D. Act, 1947 between the workmen and the management of New India Maritime Agencies (P) Limited, Madras).

BETWEEN

The Secretary, Madras Port and Dock Workers' Congress, No. 11, Phillips Street, Madras-1.

AND

The Manager, New India Maritime Agencies (P) Limited, No. 21, Sunkurama Chetty Street, Madras-1.

REFERENCE:

Order No. 29/8/69-LWI-III/Fac-II, dated 24th January 1970 of the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Government of India, New Delhi.

This dispute having advanced to this day for final disposal in the presence of Thiru S. M. Narayanan, General Secretary of the Union and of Thiru A. V. Vedakumar, Assistant to clearing and Forwarding Manager on behalf of the Management, upon perusing the reference, claim statement and all other material papers on record and the parties having filed a joint memorandum of settlement and recording the same, this Tribunal made the following:

AWARD

This is a reference made by the Central Government by its order dated the 24th January 1970 for adjudication of an industrial dispute between the management of New India Maritime Agencies (P) Ltd., Madras and their workmen in respect of the matter specified in the Schedule to the reference, which runs thus:

"Whether the demand for bonus for the accounting years 1964-65, 1965-66, 1966-67 and 1967-68 by the following daily rated tally clerks and watchmen of Messrs. New India Maritime Agencies (P) Limited, Madras is justified and if so, to fix the quantum of bonus for each of these workmen for the above mentioned years."

Wachmen

- (1) H. Akbar
- (2) R. Chandra
- (3) M. S. A. Latheef
- (4) P. V. Seethapathy
- (5) M. Basha
- (6) S. A. Rasheed
- (7) N. J. Anderson
- (8) A. Azeez
- (9) M. Raju
- (10) L. Jonnas
- (11) Syed Ismail

- (12) R. Rajagopal
- (13) R. Raju
- (14) T. G. Swaminathan
- (15) S. Hussain
- (16) Khader Mohideen
- (17) Krishnan Achari
- (18) Syed Hussain
- (19) G. Abdul Basheer
- (20). Baksh.

Tally Clerks

- (1) C. M. Sankaran
- (2) Rajendram
- (3) M. Jambulingam
- (4) N. Ramiah
- (5) P. M. Sambandam
- (6) R. S. Allah Baksh
- (7) T. Shamughasundaram
- (8) C. Krishnan
- (9) Sunkuraj

2. Both sides present. They pray to advance the dispute. Dispute advanced to this day. Parties file memorandum of settlement. Recorded. Award is passed in terms of the settlement. The terms of settlement shall be an annexure to the award.

S. SWAMIKANNU,
Industrial Tribunal

List of Witnesses Examined Both Sides:

None

List of Documents Marked Both Sides:

Nil

Joint Memorandum of Settlement Filed by both Parties

Whereas the Government of India has made a reference to this Hon'ble Tribunal, with respect to a claim made on behalf of some workmen for payment of wages and allowance as per the recommendations of Central Wage Board for Port and Dock Workers, and the said reference is pending before this Tribunal as I. D. No. 4 of 1970.

And whereas another reference has been made by the Central Government with respect to a claim for payment of Bonus for the years 1964-65 to 1967-68 to Daily-rated Tally clerks and watchmen and the said reference is pending as I. D. No. 10 of 1970 on the file of this Hon'ble Tribunal.

With a view to settle both matters (viz.) I. D. No. 4 of 1970 and I. D. No. 10 of 1970, the parties hereto had discussed between themselves and have arrived at the following settlement:—

Terms of Settlement:

1. In full and final settlement of the claim made by the Madras Port and Dock Workers' Congress, Madras-1 on behalf of the workmen of Messrs. New India Maritime Agencies Private Ltd., Madras-1 in I. D. Nos. 4 and 10 of 1970 on the file of this Hon'ble Tribunal, the management of Messrs. New India Maritime Agencies Private Limited, 119-120 Armenian Street, Madras-1, agree to pay and the Madras Port and Dock Workers' Congress, Madras-1, on behalf of the workmen concerned in both the aforesaid references, have agreed to accept the sum of Rs. 12,000/- (Rupees twelve thousands Only).

2. It is hereby specifically agreed between the parties that in view of the said payment, the workmen concerned in the above two references and the Madras Port and Dock Workers' Congress, Madras-1 on their behalf, have no further claim for any other relief in both the references aforesaid.

3. The management has agreed to pay the said sum of Rs. 12,000/- (Rupees twelve thousands only) on or before Thursday the 2nd April 1970.

4. The Madras Port and Dock Workers' Congress, Madras-1, hereby agrees that in view of the said settlement they do not press the claim made in the claim statements filed in both the aforesaid references.

5. The Madras Port and Dock Workers' Congress has agreed to disburse the amount namely, the sum of Rs. 12,000/- (Rupees twelve thousands only) which

would be payable as per this settlement, to the workers concerned in the references.

6. Parties pray that this Hon'ble Tribunal may be pleased to record this memorandum of settlement and pass Awards accordingly in the two references as cited above.

Dated at Madras this 31st day of March 1970.

For The New India Maritime Agencies
Private Limited,

DIRECTOR

For the Madras Port and Dock
Workers' Congress

(Claimants in I. D. Nos. 4 and
10 of 1970 on the file of the
Industrial Tribunal, Madras).
Sd. S. M. NARAYANAN.

General Secretary.

[No. 29/8/69-LWI. III/P&D].

New Delhi, the 21st April 1970

S.O. 1575.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the management of Messrs New India Maritime Agencies (Private) Ltd., Madras and their workmen, which was received by the Central Government on the 7th April, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Tuesday the 31st day of March, 1970

PRESENT:

Thiru S. Swamikkannu, BSc., M. L., Industrial Tribunal, Madras.

INDUSTRIAL DISPUTE No. 4 OF 1970

In the matter of the dispute for adjudication U/s. 10(2) of the I.D. Act 1947 between the workmen and the management of M/s. New India and Maritime Agencies (Private Limited), Madras.

BETWEEN

The Madras Port and Dock Workers' Congress No. 11, Phillips Street, Madras-1.

AND

New India Maritime Agencies (PVT) Ltd., 119-120, Armenian Street, Madras-1.

REFERENCE

Order No. 29/32/69-LWI-III/Fac. II dated 7th January, 1970 of the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Government of India, New Delhi.

This dispute having advanced to this day for final disposal in the presence of Thiru S. M. Narayanan, General Secretary of the Union and of Thiru A. V. Vedakumar, Assistant to clearing and Forwarding Manager on behalf of the Management, upon perusing the reference, claim statement and all other material papers on record and the parties having filed a joint memorandum of settlement and recording the same, this Tribunal made the following.

AWARD

This is a reference made by the Central Government by its order dated 7th January, 1970 for adjudication of an industrial dispute between the management of M/s. New India and Maritime Agencies (Private Limited) and their workmen represented by the Madras Port and Dock Workers Congress in respect of the matter given in the schedule to the reference, which runs as follows:—

“Whether daily rated workmen listed below are entitled to receive wages and allowances as per the recommendations of the Central Wage Board for Port and Dock Workers?

- (1) Sri M. Raju, Watchman.
- (2) Sri S. A. Rasheed, Watchman.

- (3) Sri R. Chandran, Watchman.
- (4) Sri H. Aukbar Basha, Watchman.
- (5) Sri N. J. Anderson, Watchman.
- (6) Sri Ismail, Watchman.
- (7) Sri N. Ramiah, Tally Clerk.
- (8) Sri Shanmugha Sundaram, Tally Clerk.
- (9) Sri M. Jambulingam, Tally Clerk.
- (10) Sri P. M. Sambandam, Tally Clerk.
- (11) Smt. Rukmani, Stitcher/Sweeper.
- (12) Sri C. M. Sankaran, Watchman and Tally Clerk.
- (13) Sri R. Rajagopal, Watchman.
- (14) Sri L. James, Watchman.
- (15) Sri P. V. Seethapathy, Watchman.
- (16) Sri M. A. A. Latheef, Watchman.
- (17) Sri A. Azeez, Watchman.
- (18) Sri M. Basha, Watchman.

2. Both sides who are present today pray to advance the dispute to this day. The dispute is advanced. Parties file memorandum of settlement. It is recorded. An award is passed in terms of the settlement. The terms of the settlement shall be an annexure to the award.

(Sd.) S. SWAMIKKANNU,
Industrial Tribunal.

List of Witnesses Examined: For Both Sides:

None.

List of Documents Marked Both Sides:

NIL.

Memorandum of Settlement

Whereas the Government of India has made a reference to this Hon'ble Tribunal, with respect to a claim made on behalf of some workmen for payment of wages and allowances as per the recommendations of Central Wage Board for Port and Dock workers, and the said reference is pending before this Tribunal as I.D. No. 4 of 1970.

And whereas another reference has been made by the Central Government with respect to a claim for payment of Bonus for the years 1964-65 to 1967-68 to Dally-rated Tally Clerks and watchmen and the said reference is pending as I.D. No. 10 of 1970 on the file of this Hon'ble Tribunal.

With a view to settle both matters (*viz.*) I.D. No. 4 of 1970 and I.D. No. 10 of 1970, the parties hereto had discussed between themselves and have arrived at the following settlement:—

Terms of Settlement

1. In full and final settlement of the claim made by the Madras Port and Dock Workers' Congress, Madras-1 on behalf of the workmen of Messrs. New India Maritime Agencies Private Ltd., Madras-1 in I.D. Nos. 4 and 10 of 1970 on the file of this Hon'ble Tribunal, the Management of Messrs. New India Maritime Agencies Private Limited, 119-120, Armenian Street, Madras-1, agree to pay and the Madras Port and Dock Workers' Congress, Madras-1, on behalf of the workmen concerned in both the aforesaid references, have agreed to accept the sum of Rs. 12,000 (Rupees twelve thousands only).

2. It is hereby specifically agreed between the parties that in view of the said payment, the workmen concerned in the above two references and the Madras Port and Dock Workers' Congress, Madras-1 on their behalf, have no further claim for any other relief in both the references aforesaid.

3. The management has agreed to pay the said sum of Rs. 12,000 (Rupees twelve thousands only) on or before Thursday the 2nd April, 1970.

4. The Madras Port and Dock Workers' Congress, Madras-1, hereby agrees that in view of the said settlement they do not press the claims made in the claim statements filed in both the aforesaid references.

5. The Madras Port and Dock Workers' Congress has agreed to disburse the amount, namely, the sum of Rs. 12,000/- (Rupees twelve thousands only) which

would be payable as per this settlement, to the workers concerned in the references.

6. Parties pray that this Hon'ble Tribunal may be pleased to record this Memorandum of settlement and pass Awards accordingly in the two references cited above.

Dated at Madras this 31st day of March 1970.

For the New India Maritime
Agencies Private Limited,

Sd...
Director.

For the Madras Port and Dock
Workers' Congress
(Claimants in I.D. Nos. 4 and 10
of 1970 on the file of the
Industrial Tribunal, Madras).

Sd. S. M. NARAYANAN,

General Secretary.

[No. 29/32/69-LW.III/P&D.]

New Delhi, the 23rd April 1970

S.O. 1576.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Part Award of the Industrial Tribunal, Hyderabad, in the industrial dispute between the Dock Workers at Visakhapatnam Port and their employers, which was received by the Central Government on the 11th April, 1970, in continuation of the Award dated the 12th June, 1968, published as S.O. No. 2216, dated the 22nd June, 1968, in the Gazette of India Part II, Section 3, sub-section (ii).

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Presiding Officer, Industrial Tribunal (Central) at Hyderabad.

INDUSTRIAL DISPUTE No. 10 OF 1967.

BETWEEN

Dock Workers at Visakhapatnam Port.

AND

Their Employers.

APPEARANCES:

None.

PART AWARD

The Government of India in its Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) had by Order No. 28(21)/67-LR.III dated 13th April, 1967, referred this dispute to me for adjudication. The issue as per Schedule to the Notification is this:

Whether the demand for payment of bonus to Dock Labour Board Workers employed at Visakhapatnam Port for the accounting years 1964-65, 1965-66 and 1966-67 is justified, and, if so, at what rate should such bonus be paid.

2. The eleven Stevedoring Companies at Visakhapatnam are individually party to the reference as well as their Association called Stevedores Association, Visakhapatnam. Two Unions, The Port Khalasis Union and the Dock Workers Union, are party to the reference. The Dock Labour Board, Visakhapatnam, is also party to the reference. The last mentioned would not now be any more in the picture for the reason I would presently mention.

3. The workers referred to in the issue are those supplied by the Dock Labour Board, Visakhapatnam, to the Stevedoring Companies there for work connected with loading and unloading of cargo. In the main, two questions had arisen for decision by me when this dispute was before me for adjudication on the earlier occasion. One question was who was the employer of the labour force in question,

whether the Dock Labour Board or the Stevedores. The other was the justification for the claim of bonus for the three years mentioned in the issue and the quantum thereof. By award dated 24th May, 1968 I had held that the Dock Labour Board was the employer and that the dock workers were entitled to bonus for those three years. As to what should be the quantum of the bonus, I had adopted the mean between what obtained in the Madras, Bombay and Calcutta Ports. The Dock Labour Board went to the Supreme Court in appeal by special leave from the above said award. By judgment dated 10th September, 1969 Their Lordships of the Supreme Court held that the Dock Labour Board was not an industry and therefore the said Board could not be party to the reference made under Section 10(1) of the Industrial Disputes Act. It was also held that the provisions of the Industrial Disputes Act would not apply to the Dock Labour Board, Visakhapatnam. In consequence of that finding it was observed that the Dock Labour Board was out of the picture because it was not against the Dock Labour Board but was against the Stevedores that the workers had made the claim as embodied in the issue in the reference. The award made by me was set aside and the case was remanded for fresh disposal according to law, the dispute being really one between the Stevedores on the one side and the Dock Workers on the other. Both these parties were permitted to file additional statements if they so desire.

4. After the dispute was sent back to me for fresh disposal according to law, I had given notice to the remaining parties, viz., the two Unions and the Stevedores, to appear and participate in the enquiry to be taken up. After that was done, the parties came together with a view to negotiate a settlement. There are two aspects to the claim in the issue, one being in respect of bonus for handling cargo by mechanical means, and the other being in respect of bonus for handling cargo by manual labour. Two separate settlements had been entered into on those two aspects. The settlement in respect of the former aspect is dated 15th October, 1969. It is signed by Mr. K. S. Dutt and by Mr. D. Banerjee who are respectively President and Secretary of the Visakhapatnam Stevedores Association. On behalf of the Port Khalasis Union it is signed by its President, Mr. P. M. Naidu. On behalf of the Dock Workers Union it is signed by its President, Mr. B. G. M.A. Narsing Rao. Two witnesses had attested it, viz., Mr. R. Narasimha Murthy and Mr. A. Raja Rao. It will be noted that the two above mentioned Unions are party to the reference. The other settlement, viz., that which is in respect of handling cargo by manual labour and which is dated 10th March, 1970, is not signed by Mr. Narsing Rao although it is signed by Mr. K. S. Dutt, Mr. D. Banerjee and Mr. P. M. Naidu. Seeing that Mr. Narsing Rao has not signed this settlement, notice would go to him asking if he has any objections to that settlement. But there can be no objection to passing part award on the basis of the settlement dated 15th October, 1969 to which all the parties, viz., the Stevedores Association, the Port Khalasis Union and the Dock Workers Union, are party. I have perused this settlement. I am satisfied that it is fair and equitable between the parties.

5. Part Award is herewith passed in terms of the Memorandum of Settlement dated 15th October, 1969, copy whereof is appended hereto.

Given under my hand and the seal of the Tribunal, this the 3rd day of April, 1970.

Sd./- M. NAJMUDDIN,
Industrial Tribunal.

BEFORE THE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH, HYDERABAD.

In the matter of Industrial Dispute No. 10 of 1967.

BETWEEN

Eleven Stevedore employers registered by the Visakhapatnam Dock Labour Board, represented by the Visakhapatnam Stevedores Association.

AND

Stevedore Workers borne on the registers of the Visakhapatnam Dock Labour Board, represented by the Port Khalasis Union and Dock Workers Union.

The parties above-named beg to submit as follows:

- (1) That the industrial dispute over payment of bonus to the stevedore workers borne on the registers of the Dock Labour Board for the accounting years 1964-65, 1965-66 and 1966-67 has been pending before the Industrial Tribunal, Hyderabad, on remand by the Hon'ble Supreme Court;

- (2) That the parties have negotiated for a part settlement of the dispute relating to payment of bonus in respect of ore cargoes handled in Q-1 and Q-2 berths through skips and cranes and have come to a settlement as per the enclosed Memorandum of Settlement.

It is prayed that the Tribunal may be pleased to pass an award in terms of the enclosed settlement as a part disposal of the reference.

Representing employers,

Sd./-K. S. DUTT,
President,

Visakhapatnam Stevedores Association.

Sd./- D. BANERJEE,
Secretary,

Visakhapatnam Stevedores Association.

Visakhapatnam,
15-10-1969.

Representing workmen:

Sd./- P. M. NAIDU,
President,

Port Khalasis Union, Visakhapatnam.

Sd./- B. G. M. A. NARASINGA RAO,
President,

Dock Workers Union, Visakhapatnam.

Memorandum of Settlement

Parties to the dispute:

Stevedores registered as employers by the Dock Labour Board, represented by Visakhapatnam Stevedores Association.

Vs.

Stevedore workers borne on the registers of the Dock Labour Board represented by Port Khalasis Union and Dock Workers Union.

Representing the parties:

For employers—

- (1) Shri K. S. Dutt, President, Stevedores Association.
- (2) Shri D. Banerjee, Secretary, Stevedores Association.

For workmen—

- (1) Shri B. G. M. A. Narsingarao, President, Dock Workers Union.
- (2) Shri P. M. Naidu, President, Port Khalasis Union.

Short recital of the case

The stevedore workers registered by the Dock Labour Board represented by the Dock Workers Union and the Port Khalasis Union had raised an industrial dispute for payment of bonus for the accounting years 1964-65, 1966-66 and 1966-67. The Government of India had referred the dispute for adjudication to the Industrial Tribunal, Andhra Pradesh, Hyderabad. The Tribunal had given an award in the dispute numbered as I.D. No. 10 of 1967, directing the Dock Labour Board to pay bonus as an employer of dock workers at the rates awarded therein. The Dock Labour Board filed an appeal before the Supreme Court challenging the award on the ground that the Board was not the employer and hence not liable to pay bonus. The Supreme Court, while allowing the appeal filed by the Dock Labour Board held that the Board was not carrying on any industry and was not liable to pay bonus. The Hon'ble Court has remanded the case to the Industrial Tribunal, for disposal according to law. While implementing the award of the Industrial Tribunal, before it was set aside, the Board had sought a clarification under section 36A of the Industrial Disputes Act, 1947, in regard to the payment of bonus for the ore cargoes handled in Q-1 and Q-2 berths through skips and cranes. During the pendency of the reference under section 36A before the Tribunal and the pendency of the appeal against the award before the Supreme Court, the Board had considered the question of settling the bonus payment for the ore cargoes and resolved to pay bonus for the same at the rate of 2 paise per ton. As in the meantime the judgment of the Supreme Court was pronounced making the Board not liable to pay bonus, the matter was again considered by the Board and it decided that the employers and workers should arrive at a settlement under the provisions of the Industrial Disputes Act, 1947. Accordingly, the parties have arrived at the following settlement:

Terms of settlement

- (1) It is agreed that the employers shall pay to all the stevedore workers borne on the registers of the Dock Labour Board for the tonnage of ore cargoes handled at Q-1 and Q-2 berths through skips and cranes at the

rate of 2 paise per ton for the accounting years 1964-65, 1965-66 and 1966-67, in full and final settlement of the bonus in respect of these cargoes for these years.

(2) It is agreed to request the Dock Labour Board to arrange payment to the registered workers before Dasara adopting the same method of payment as was adopted in respect of bonus paid for other cargoes during these years.

(3) It is agreed to file a joint application before the Industrial Tribunal, Hyderabad with a prayer that the Tribunal be pleased to give a consent award on the above terms of settlement.

Representing employers:

1. Sd./- K. S. DUTT,

2. Sd./- D. BANERJEE.

Witnesses:—

1. R. NARASIMHAMURTHY.

15-10-69.

2. A. RAJA RAO.

15-10-69.

Visakhapatnam,

15-10-1969.

Representing workmen:

1. Sd./- P. M. NAIDU,
15-10-69.

2. Sd./- B. G. M. A. NARSINGARAO.

Sd./- M. NAJMUDDIN,
Industrial Tribunal.
[No. 28/21/67-LR-III/P&D.]

ORDERS

New Delhi, the 17th April 1970

S.O. 1577.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Messrs J. Chaswan and Company, Bombay-10 and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of subsection (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

“Whether the retrenchment of the following 10 workmen by the management of Messrs. J. Chaswan and Company, Bombay-10 is justified? If not, to what relief the workmen are entitled?”

1. Shri Vishvanath Beni Madhav
2. Shri Ram Nain Brij Mohan
3. Shri Ram Beni Mahadev
4. Shri Jetha Shankar Misra
5. Shri Ramkant Parasnath
6. Shri Baburam Suraj Ball
7. Shri Sashikant Ramchandra Gangadhar
8. Shri John Braganza
9. Shri Ram Murat Kashinath Panday
10. Shri Jogeshwar Ramayl.

[No. 73/5/70-P&D.]

New Delhi, the 23rd April 1970

S.O. 1578.—Whereas the employers in relation to the management of Messrs. A. Arumugham Chettiar, Stevedores, Madras and their workmen represented by the Madras Harbour Workers' Union, Madras, have jointly applied to the Central Government for reference of an industrial dispute that exists between them to

an Industrial Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed ;

And whereas, the Central Government is satisfied that the persons applying represent the majority of each party ;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. Swamikkannu shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the dismissal from service of Shri S. Balasubramaniam, Ship Supervisor, of Messrs A. Arumugham Chettiar, Stevedores, 67, East Mada Church Street, Madras-13, with effect from the 25th October, 1969 was justified? If not, to what relief is he entitled?

[No. 74/8/70-P & D.]

C. RAMDAS, Dy. Secy.

(Department of Labour and Employment)

New Delhi, the 17th April 1970

S.O. 1579.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri Kehar Singh as Inspector of Mines subordinate to the Chief Inspector of Mines.

[No. 8/45/69-M-I.]

S.O. 1580.—In exercise of the powers conferred by sub-section (1) of section 83 of the Mines Act, 1952 (35 of 1952) the Central Government hereby exempts the mines working mouldings and specified in column 2 of the Schedule below, from all the provisions of the said Act except those contained in sections 7, 8, 9, 44, 45, 46 and the provisions of Chapter IX of the said Act subject to the conditions specified in column 3 thereof.

SCHEDULE

S. No.	Name of mine and owner.	Conditions attached to exemption.
(1)	(2)	(3)
1	Akrali Moulding Sand Mine, Area 9.30 Hectares Messrs Damle Brothers Akrali in Tal. Khanapur District Belgaum.	(i) The depth of the excavation measured from its highest to its lowest point nowhere exceeds 9.5 metres ;
2	Akrali Moulding Sand Mine, Area 5.05 Hectares Messrs Damle Brothers, Akrali, Tal. Khanapur, District Belgaum.	(ii) The number of persons employed on any one day does not exceed 15 ; and
3	Shitavade-Manjarpal-Machali Messrs Damle Brothers, Tal. Khanapur District Belgaum.	(iii) Explosives are not used in connection with the excavation.

(No. F. 6/4/69-MI)

New Delhi, the 22nd April 1970

S.O. 1581.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri R. S. Gupta as Inspector of Mines subordinate to the Chief Inspector of Mines.

[No. 8/104/67-MI.]

J. D. TEWARI, Under Secy.

(Department of Labour and Employment)

New Delhi, the 18th April 1970

S.O. 1582.—Whereas consequent on the retirement of Shri T. A. Ramakrishna Mudaliar, a vacancy has occurred in the office of the Presiding Officer of the Labour Court at Madras, constituted by the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 481, dated the 5th February, 1963;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri S. M. Shaik Mohiadeen as Presiding Officer of the Labour Court constituted as aforesaid.

[No. F. 1/20/70-L.R.I.]

S.O. 1583.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Allahabad in the industrial dispute between the employers in relation to the Allahabad Bank Limited, Calcutta and their workmen, which was, received by the Central Government on the 14th April, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
ALLAHABAD

ADJUDICATION CASE No. 2 OF 1969

PARTIES

Employers in relation to the Allahabad Bank Limited.

AND

Their workmen.

PRESENT:

Shri K. P. Gupta, Presiding Officer.

APPEARANCES:*For the employers*—Shri K. N. Mehrotra, Manager of Allahabad Branch.*For the workmen*—Sri P. N. Tewari, State Executive Member, U.P. Bank Employees Union, Allahabad.**STATE:** Uttar Pradesh**INDUSTRY:** Bank.*Dated April 10, 1970***AWARD**

The Government of India in the Ministry of Labour Employment and Rehabilitation, Department of Labour and Employment, have by their order No. 23/136/68-LR.III dated 5th July, 1969 referred for adjudication to this Tribunal an industrial dispute between the employers in relation to the management of Allahabad Bank Ltd., Calcutta and their workmen in respect of the matters specified in the following schedule to the said order:—

SCHEDULE

- “(i) Whether the action of the management of Allahabad Bank Limited in terminating the services of Shri Chhotey Lal, Ex-garden Coolie in Sitapur Branch is justified?
- (ii) Whether the action of the management in not paying him the scale of wages and allowance admissible to subordinate staff in the bank is justified?
- (iii) If not, to what relief is the workman entitled?”

Both the parties have filed their statements of demand. The case as set up by the U.P. Bank Employees Union, which is registered body and represents employees of Sitapur branch of Allahabad Bank, is that two gardeners are employed to look after the garden of Bank at Sitapur and in 1965 Sri Kalika Prasad and Sri Shyam Lal were working as Gardeners and in August, 1965 Sri Kalika Prasad was transferred to the Banking side and on his transfer Sri Chhotey Lal, workman concerned, was employed in the said vacancy on a temporary basis and he worked in such capacity till 29th April, 1967. The Bank transferred back the services of Sri Kalika Prasad from banking side to the garden and the service

of Sri Chhotey Lal was terminated from that date without assigning any reason. The Union raised objections on the basis of Bipartite Settlement dated 19th October, 1966 and had contended that Sri Chhotey Lal had become a confirmed employee. So his services were wrongfully terminated.

The employers have raised a preliminary objection to the effect that the dispute in question is an individual dispute and the reference is bad and the Tribunal has no jurisdiction. As regards merits, the employers reserved their right to file a statement after the decision of the above preliminary objection. So only following preliminary issue arose for determination:—

Preliminary issue

"Whether the matter in dispute is not an industrial dispute?"

Finding

The U.P. Bank Employees Union, which has filed the statement of demand, is a registered body and it has its own constitution, copy of which is Ext. E-1. This Union consists of all its units and associate units, General Council, and State Executive as is laid down in para 6 of the Constitution. All members either ordinary or honorary at a particular place or places of the State, town or city, if they are seven or more shall constitute a unit. The Sitapur Bank Employees Union is not an independent union. It is only a unit of the U.P. Bank of Employees Union. This fact has been admitted by both the parties before me. The contention of the employers' representative is that Sri Chhotey Lal was a member of Sitapur unit but as he failed to pay subscription by 31st January he ceased to be a member of the Union as provided in clause (i) under the Head 'Cessation of Membership'. No doubt, the Subscription Receipt Book and Ledger register, Ext. E-7, show that Sri Chhotey Lal paid subscription subsequently but under the above clause he automatically ceased to be member from the month of February and unless he was re-enrolled his membership could not revive by his paying arrears of subscription. Thus I am fully convinced that at the time of termination of his services on 30th April, 1967 or subsequently Sri Chhotey Lal was not a member of Sitapur Unit of the Union. The Minutes-book of Sitapur unit, Ext. E-6, shows that on 24th April, 1968, a resolution was passed for espousing the cause of Sri Chhotey Lal and the Secretary of the Unit was authorised to pursue his case for obtaining justice. In the Minutes book a resolution written on a white paper in English has been pasted and it becomes evident even to the naked eye that the resolution was pasted some time afterwards. So the possibility of substituting the approved resolution by another resolution cannot be ruled out. Moreover, in para 17 of the Constitution, Ext. E-1, method of dealing with the complaints is provided and any member having a grievance in connection with his employment may record his complaint at the Unit office in writing and the Secretary of the Unit shall reject the complaint if the complainant is not a member of the Union or has not paid his dues. I have already pointed out above that Sri Chhotey Lal had ceased to be a member of the Union in February, 1967 and as he was not re-enrolled as a member afterwards, his membership did not revive merely by paying the subscription and so his position was that of a non-member and as such his complaint should have been rejected by the Unit Secretary. Moreover, para 17 provides for dealing with the complaints of members only. The representative of the Union has relied upon a recent decision of the Hon'ble Supreme Court in the case Western India Match Co. Limited and their workmen. The certified copy of the judgment has been filed as it has not been reported as yet in any approved Law Journals. Their Lordships have held that a Union can take up the cause of non-member in case, the Union is in any way interested in the dispute relating to the individual workman. No doubt, in view of the above decision of the Hon'ble Supreme Court, the case of Sri Chhotey Lal, workman concerned could be espoused by the Union even if he has ceased to be a member provided the Union was interested in any way in his dispute. He was temporarily appointed as a Gardener in a casual vacancy as the person working on that post had been transferred to another section on the Banking side. But when that man was reverted to his permanent job, the employers namely Bank management of Sitapur had no option but to terminate his services, who were working as a temporary hand. In such a case, there could be no interest of the Union to espouse the case of the workman concerned. Moreover, in the instant case, Sri Chhotey Lal's cause was espoused by the Sitapur unit of the Union and not by the U.P. Bank Employees Union. As he was not a member of the Sitapur Unit, I am of the view that his cause should have been espoused by the main Union namely U.P. Bank Employees Union and the Sitapur unit was not a competent to espouse the cause of a non-member. It has been conceded by the representative of the Union that the Union did not pass any resolution for espousing the cause of Sri Chhotey Lal and only its Sitapur unit had passed the resolution. I am, therefore, of the view that the cause of Sri Chhotey

Lal, who was not a member of the Sitapur Unit could not be espoused by that unit and even if the Union was in any way interested, his cause could be espoused by the U.P. Bank Employees Union only and not by any of its unit. Thus in the absence of a proper espousal by the U.P. Bank Employees Union, the matter in dispute remains an individual dispute and does not become an industrial dispute. The issue is decided accordingly.

Taking the above view in the matter, my award is that the matter in dispute is only an individual dispute and for want of its espousal by the Union, it has not become an industrial dispute and as such this Tribunal has no jurisdiction to adjudicate upon it. The parties are directed to bear their own costs.

(Sd.) K. P. GUPTA,
Presiding Officer.

Dated 10th April, 1970.

[No. 23/136/68/LR.III.]

New Delhi, the 21st April 1970

S.O. 1584.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the Indian Mercantile Insurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 14th April, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT BOMBAY

REFERENCE NO. CGIT-2/18 OF 1968

Employers in relation to the Indian Mercantile Insurance Company Limited

AND

Their Workmen

PRESENT:

Shri N. K. Vani, Presiding Officer

APPEARANCES:

For the Employers—Shri Maneck Gagrati, Advocate,

For the Workmen—Shri Madan Mohan, Vice-President, All India Insurance Employees' Association.

STATE: Maharashtra

INDUSTRY: General Insurance

Bombay, dated the 1st April 1970

AWARD

By order No. 74(4)/66-LRIV dated 22nd August, 1966, the Government of India, in the Ministry of Labour, Employment & Rehabilitation (Department of Labour and Employment) in exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred to the Central Government Industrial Tribunal, Bombay for adjudication, an industrial dispute existing between the employers in relation to the Indian Mercantile Insurance Company Ltd., and their workmen represented by the All India General Insurance Employees' Association, Calcutta, in respect of the matters set forth in the Schedule mentioned below:

SCHEDULE

"Whether the following demands put forward by the workmen are justified?
Charter of Demands

All the demands contained herein below shall apply equally to all the employees employed in Indian Mercantile Insurance Co., Ltd., throughout India.

1. Classification of Employees:

The employees will be classified into the following categories:

- (a) Sweepers, Sepoys, Chaprasis, Malls, Watchmen, Deftaries and Head Peons shall be placed in Grade "A".

- (b) Drivers, Liftmen and Ollmen shall be placed in Grade "B".
- (c) Assistants, Telephone Operators, Addressing Machine Operators, Book-Binders, Punch-card Operators, Typists, Receiving and Paying Cashiers, Andrema-Bradma-Power Samas-Comptometer-Hollerith-IBM Machine Operators, Air Conditioning Mechanics and Electricians shall be placed in Grade "C".
- (d) Junior, Supervisory Staff variously termed as Higher Grade Assistants, Special Assistants, Senior Assistants, Head Typists, Senior Cashiers, Stenographers, Draughtsmen, etc. shall be placed in Grade "D".
- (e) Senior Supervisory Staff, variously termed as Superintendents, Assistant Superintendents, Head Clerks, Sectional Heads, Branch Accountants, etc. shall be placed in Grade "E".

II. Scales of Pay:

- Grade A: Rs. 120-5/6—150-8/7—192-8/6—240 in 19 years.
- Grade B: Rs. 180-6/2—192-8/6—240-10/3—270 in 11 years.
- Grade C: Rs. 200-10/4—240-15/10—390-20/4—470 in 18 years.
- Grade D: Rs. 275-15/5—350-20/5—450-25/5—575 in 15 years.
- Grade E: Rs. 350-30/6—530-40/4—690 in 10 years.

III. Dearness Allowances:

Dearness Allowance shall be paid at the rate of 1% of basic pay for every rise of 1 point over the cost of living index figure of 100 (1949-100 points) subject to a minimum of Rs. 50/-.

All India cost of living Index shall be taken as the basis for calculating the Dearness Allowance.

IV. Adjustments and Merger of Dearness Allowance:

An employee shall be fitted into the new scales on a point to point basis. The basic pay and the dearness allowance as on 31st December, 1964 shall be treated as basic pay only for the purpose of adjustment of basic pay to the new scale of pay.

If an employee is drawing more basic pay than what is warranted after proper adjustment as above shall continue to receive the excess amount as personal pay and shall be also given usual annual increments.

V. Special Allowance:

Employees engaged in work mentioned below and/or designated as below shall be entitled to Special Allowances per mensem in addition to their salaries and emoluments in the manner stated below:—

- (a) Watchmen, Bank Peons, Despatch, Peons, Head Peons, Daffaries, Franking Machine and Duplicating Machine Operators and such other employees: Rs. 20/- per month.
- (b) Typists, Comptometer Operators, Punch Card Operators, Telephone Operators, Addressograph Operators, Paying and Receiving Cashiers and Cashiers, Adrema-Bradma & Power Samas Hollerith and IBM Operators and such other employees: Rs. 30/- per month.

VI. Special Increments:

Besides the above, the employees under Grades "C" and "D" shall be entitled to Special Increments for passing the following examinations on the scale shown against each examination.

On Graduation

.. 2 increments.

On passing the following examinations:

- | | |
|--------------------------------------|------------------------------|
| 1. Licentiate or A.C.I.I. Part I | } 1 increment for each part. |
| 2. A.F.I.I. Part I or ACII Part II | |
| 3. A.F.I.I. Part II or ACII Part III | |
| 4. Chartered Accountant. | |

N.B. In case of Stenographers and Junior Supervisory Staff the total number of special increments shall not exceed three during that Grade. A Graduate appointed as an Assistant shall get a higher starting salary by two increments. Those graduate Assistants who have not received the Graduation increments shall also get two increments.

VII. Other Allowances:

- (a) *Overtime allowance*.—An employee working overtime shall be entitled to overtime allowance for such period of work rendered at the rate of double the hourly rate of wages inclusive of Special Allowance and all other allowances. No employee shall be engaged in for over-time work for more than 90 hours in a calendar year.
- (b) *Officiating Allowance*:
- (i) If an employee is required to officiate in a higher post, he shall be entitled to an "Acting Allowance" at the rate of 20 per cent of his salary for the period for which he officiates.
 - (ii) If an employee is required to act in a post for which special pay is provided, he shall be entitled to pro-rata special allowance for the period of such work done.
- (c) *House Rent Allowance*.—All the employees shall be paid as "House Rent" a sum at the rate of 20 per cent of their basic salary per mensem, subject to a minimum of Rs. 40/-.
- (d) *Lunch Allowance*.—Subsidised lunch or Rs. 2/- per head per working day, should be paid as 'Lunch Allowance' to all employees.

VIII. Amenities:**Subsidies:**

- (i) Text Books for ACII or Federation of Insurance Institute Examination shall be supplied by the Company in turn. Examination fee shall be paid by the employer after the employee passes the examination.
- (ii) Adequate subsidy shall be given for Sports, Recreation and Cultural Activities of the employees.
- (iii) All the employees shall be entitled to a Free Personal Accident (Annual) Policy, the premiums of which shall be borne by the employers. The sum assured of such a policy shall be Rs. 10,000/-, Rs. 7,500/-, Rs. 5,000/- and Rs. 2,500/- for the employees in Grades E D C & B and A respectively.
- (iv) Adequate subsidy shall be given for cheap canteens for supply of wholesome food to the employees in each of the office premises.

IX. Retirement Age:

The age of retirement of an employee shall be 60 years.

X. Provident Fund:

- (i) All permanent employees including part-time employees should be made members of the Provident Fund.
- (ii) The rate of contribution should be $3\frac{1}{3}$ per cent of the total emoluments, i.e. basic pay plus dearness allowance plus special allowance, if any, with equal contribution by the Company. The employees should however, be allowed to contribute voluntarily upto 15 per cent of their salary without corresponding contribution from the Company.
- (iii) Interest at a minimum rate of $4\frac{1}{2}$ per cent should be paid on the total contribution by the employees and the company from time to time.
- (iv) Unclaimed fund should be distributed pro-rata every three years amongst the existing employees from time to time.
- (v) Full benefits of the Fund should be permitted to the employees on completion of five years of service.
- (vi) Loan from the provident Fund to the extent of 6 months salary or 90 per cent of the employees' contribution whichever is less shall be granted to the employees at a time.

Board of Trustees.—On the Board of Provident Fund Trust, the employees and the employers should have equal number of representatives. The employees' representatives should be elected by themselves by simple majority of votes. Re-election of the employees' representatives should be held every three years unless necessitated earlier by death or resignation or recall by a majority of the employees.

XI. Leave:

Casual Leave.—15 days casual leave should be given in a calendar year. 6 days casual leave may be granted at a stretch. Casual leave may be prefixed & suffixed to holidays and Sundays.

Privilege (Earned) Leave.—Privilege leave should be allowed to all employees at the rate of 1 day for every 11 calendar days. Employees should be allowed to accumulate leave upto 6 months. Return fare to the employees, his wife and dependents should be granted once in two years for going anywhere in India.

Sick Leave.—Thirty days sick leave per year should be allowed on full pay to the employees with a maximum accumulation of 12 months during the service period.

In case of prolonged illness further sick leave with half pay should be allowed upto six more months and another six months without pay.

Maternity Leave.—Maternity leave upto the period of three months shall be allowed to all female employees.

Examination Leave.—Employees shall be allowed adequate leave for appearing in all the recognised examinations in addition to all other leave.

Special Leave.—Adequate leave shall be allowed to the Union Representatives and Office Bearers of the All India Insurance Employees' Association and/or its affiliated units to enable them to attend meetings and conferences of the Unions and their Central Organisations and to participate in the Tribunals and Conciliation Proceedings.

Furlough Leave.—Employees on retirement shall be granted six months leave as 'Leave preparatory to retirement' or in lieu thereof six months' total salary should be paid.

XII. Security of Service:

No employee shall be victimised for trade Union activities.

XIII. Working Hours:

The working hours for employees in Grades C, D & E shall be 33 hours a week and 36 hours for employees in Grades A & B. A grace time of 15 minutes shall be allowed before they are marked late.

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XIV. Bonus:

Customary.—Employees shall be paid three months basic salary as Bonus per year.

XV. Uniforms to Employees in the Grades A & B.:

An employee of Grades A & B shall be provided with the following outfit annually:—

1. Summer Uniform:—Three sets.
2. Umbrella:—One
3. Footwear:—Two pairs.
4. Rain Coat:—One for those who are to do out-door duties.
5. Caps or Turbans.

XVI. Allowance during Suspension:

During the suspension of an employees, he shall be paid allowance equal to 75 per cent of his total wages.

XVII. Recruitment:

Recruitment shall be made from amongst the retrenched employees of the General Insurance Industry, registered in the pool as demanded in the resolution adopted in the All India Convention of General Insurance Employees held on the 15th and 16th August, 1960 in Bombay under the auspices of the All India Insurance Employees' Association. Only in case such employees are not available in the pool recruitment might be made through local Employment Exchanges. In case of recruitment from among the retrenched employees, due credit shall be given to the past service and all restriction regarding age, educational qualifications, etc. applicable to new recruits shall be waived.

XVIII. Confirmation:

Employees shall be confirmed after 8 months probationary service automatically.

XIV. Temporary Staff:

The Company may employ temporary employees for performing duties of purely temporary nature. But such staff in no instance shall exceed more than 6 months in temporary service, after which he shall be treated automatically in permanent service, from the date of appointment.

XX. Promotion:

No direct recruitment shall be made in Grades D & E and all vacancies in these Grades shall be filled in by way of promotion. The promotions shall be made on the basis of seniority and merits of the employees. Employees in Grades A & B shall be absorbed in Grade "C" on passing S.S.C., S.S.L.C. or equivalent examinations.

XXI. Transfer:

No employee shall be transferred from one place to another without his prior consent.

XXII. Date of effect:

All benefits stated in this Charter of Demands shall have effect from the 1st day of January, 1965.

XXIII. Washing Allowance for Sub-staff:

Each member of Sub-staff shall be paid washing allowance of Rs. 10/- per month for washing the Uniforms.

XXIV. Holidays:

All the Holidays declared under the Negotiable Instrument Act, 1881 shall be paid holidays for the employees. But in case the number of holidays under the Negotiable Instrument Act is less than 22 days, the employee shall be given additional holidays on festival days to make a total of 22 days.

XXV. Sectional Holidays:

A minimum of ten days shall be given as paid Sectional Holidays for all employees (on a restricted worktime basis of not less than 3 hours on each holiday) in a calendar year.

XXVI. Loans for Accommodation:

Employees shall be granted loan for acquiring housing accommodation to the extent of 80 per cent of the total cost of for such accommodation.

XXVII. Trade Union Rights:

The All India Insurance Employees' Association and its affiliated Units shall be given due recognition and such facilities as providing Trade Union Offices and holding Trade Union Meetings in Office premises and hanging Notice Board of the Union should be granted.

XXVIII. Existing Rights & Privileges:

Nothing contained in this charter shall adversely affect or take away from any employee or group of employees any right, privileges or usages, practice or conventions, amenities or other conditions or service that are already vested in or enjoyed by such employee or group of employees.

2. Later on, by order No. 22/8/68-LRIII dated 25th November, 1968 the Central Government transferred this reference to this Tribunal No. 2, for adjudication.

3. The facts giving rise to this reference are as follows:—

4. On 19th October, 1965, there was an agreement between the parties that all demands contained in the Charter of Demands shall be referred to an Industrial Tribunal for Adjudication and both the parties shall make a joint application under Section 10(2) of the Industrial Disputes Act, 1947 to the Government of India for reference of the dispute arising out of the Charter of Demands to an Industrial Tribunal for adjudication. In pursuance of this agreement joint application for reference of an industrial dispute to an Industrial Tribunal under Section 10(2) of the Industrial Disputes Act, 1947 was made in Form "A" on 6th June, 1966, vide Ex. 26/W. On account of this application the Government made this reference to the Tribunal for adjudication.

Shri K. S. B. Pillai, Joint Secretary of the All India General Insurance Employees' Association on behalf of the workmen has filed written statement at Ex. 1/W in respect of all demands and replication at Ex. 3/W.

6. The General Manager, Indian Mercantile Insurance Co. Ltd., has filed written statement at Ex. 2/E opposing the demands of the workmen and rejoinder at Ex. 4/E.

7. Both the parties had negotiations in regard to the above dispute. As a result of the said negotiations, they arrived at an amicable settlement in respect of the employees of the company at its Head Office at Bombay under Section 18 read with Section 2(p) of the Industrial Disputes Act, 1947. Both the parties gave application dated 3rd March, 1970 praying that Award Part I be made in terms of the Annexure to the Application Ex. 31/EW.

8. Settlement Ex. 31/EW between the employers and the employees is in respect of the employees of the company at its Head Office at Bombay only. This settlement has been signed by Shri C. M. Telivala, General Manager of the Indian Mercantile Insurance Co. Ltd., Bombay and Shri P. P. Patil, Joint Secretary, All India Insurance Employees' Association. It has been also attested by Shri Gagrat, Advocate for the employer and Shri Madan Mohan, Vice-President of the Association. On going through the settlement and considering the demands of the employees I find that it is fair, reasonable and equitable. I accept the same and pass Award Part I in respect of the employees of the company at its Head Office at Bombay.

9. On 27th February, 1970, the General Manager, Indian Mercantile Insurance Co. Ltd., has filed Statement at Ex. 29/E raising preliminary objections. According to him:—

- (i) The reference is under Section 10(2) of the Industrial Disputes Act, 1947 jointly by the parties and it was agreed that the same should be only for the Bombay Office.
- (ii) The Charter of Demands was only served on the Bombay office and not on any branches and further there cannot be any industrial dispute in respect of branches which could be referred.
- (iii) In the agreement dated 19th October, 1965, agreeing to refer the dispute to the Industrial Tribunal it is specifically mentioned in respect of the company that it shall be in the case of company only for its Bombay Office.
- (iv) In the particulars furnished in respect of the said reference to the Government as requires under the rules of the Industrial Disputes Act, it is pointed out that the workmen affected by the dispute are those as covered by the agreement dated 19th October, 1965.
- (v) In the interest of justice, equity and good conscience this Tribunal will be pleased to decide this point as preliminary issue.

10. Joint Secretary of the All India General Insurance Employees' Association has filed statement Ex. 30/W in respect of Ex. 29/E. He contends that the company has filed statement Ex. 29/E, to delay the proceedings, that this application has been filed with *mala fide* intentions, that it seeks to get the earlier order reviewed, that this Tribunal has no jurisdiction to review its own order and that this application be dismissed with costs.

11. The General Manager, Indian Mercantile Insurance Company Limited has filed rejoinder at Ex. 32/E. According to him:—

The Charter of demands submitted was not served on the Branches. The agreement does not cover the branches. The branches have been specifically excluded as contained in the agreement of reference signed by the parties. The management is not trying to exclude the branch employees wrongfully as alleged. The Association is trying to take out a case to include the branch employees now with ulterior motives after having specifically agreed to exclude them. It can be seen from this agreement dated 19th October, 1965 that if the parties intended to include the branches, they would have specifically stated so as in the case of Universal Fire & General Insurance Company Limited, who has also signed the agreement at the said time jointly. In view of the said agreements, the reference is restricted only to the employees at Head Office at Bombay. This Tribunal cannot go beyond what was agreed to by and between the parties. This application has not been filed with *mala fide* intention and/or to delay the proceedings as

alleged. In fact the company has from the commencement urged with the Association that the branches shall not be covered before the Hon'ble Tribunal. After agreeing, the application was jointly made as per the agreement to refer under Section 10(2) of the Industrial Disputes Act. It is only when the Association sought to urge to include the branches before the Hon'ble Tribunal the company made it clear that the branches were excluded and this point was requested to be decided. It may be pointed out that the Interim Relief was only given at all material times to Head Office staff at Bombay and the employees at the Branches did not receive any such Interim Relief nor any voluntary reliefs or advances made by the company. The service conditions relating to wage scales etc. vary from branch to branch. No order has been passed by this Tribunal as sought to be represented. It is incorrect to state that the management is seeking to review this Hon'ble Tribunal's earlier order as alleged. The question of no jurisdiction as urged does not arise.

12. On 6th December, 1969 after hearing the parties I directed them to produce the statement on the assumption that this reference relates to all the employees employed in the Indian Mercantile Insurance Company Ltd., throughout India. On that day the General Manager of the Company has given application as mentioned below:—

"May it please your Honour:

The company has to prepare the total burden including the branches without prejudice to its submission that the reference is only for Bombay office, it is prayed that the above reference be adjourned to enable the Company to do the same."

13. On account of this application, time was given to produce various statements till 28th January, 1970 and hearing was directed to be held on 29th January, 1970.

14. On 29th January, 1970 Shri Gagrat, advocate for the company and Shri Madan Mohan for the Employees appeared before me and requested that the case be adjourned to 30th January, 1970, for filing settlement.

15. On 30th January, 1970 both the parties stated before me that they are filing settlement in respect of Head Office staff and the reference be fixed for hearing in respect of branches on 27th February, 1970.

16. On 27th February, 1970 the management filed statement Ex. 29/E raising preliminary issue. On the same day the employees filed reply at Ex. 30/W. On 16th March, 1970 the management filed rejoinder at Ex. 32/E regarding preliminary objection. In the meanwhile, the management and the employees had filed settlement at Ex. 31/EW on 3rd March, 1970.

17. Points for consideration are as follows:—

(i) Whether the present reference relates to all the employees employed in the Indian Mercantile Insurance Company Ltd., throughout India?

(ii) What order?

18. My findings are as follows:—

(i) Yes

(ii) As per order.

Reasons

Point No. (i)

19. The learned Advocate Shri Gagrat for the management contends that this reference relates to Bombay Head Office only and not the branches of the company all over India. In support of this contention he relies on the agreement dated 19th October, 1955 and the form of application for reference of an Industrial Dispute to a Tribunal under Section 10(2) of the Industrial Disputes Act, 1947, Ex. 26/W.

20. Paras. 1 and 2 of the terms of Agreement are as follows:—

"1. Both the parties agree that all the demands contained in the Charter of Demands (copy endorsed and marked Annexure 'A' to this settlement) shall be referred to an Industrial Tribunal for adjudication and both the parties shall make a joint application under Section 10(2) of the Industrial Disputes Act, 1947 to the Government of India for reference to the dispute arising out of the above Charter of demands to an Industrial Tribunal for adjudication.

2. It is agreed that the Award of the Industrial Tribunal shall be given retrospective effect from 1st January 1965 in regard to all the workmen employed at the Head Office and Branches of the Universal Fire & General Insurance Company Limited at Delhi, Nagpur, Anand and Ahmedabad. In respect of the Indian Mercantile Insurance Company Limited it shall apply only to their Head Office in Bombay".

21. At the outset it may be noted that the agreement dated 19th October, 1965 is in respect of two companies viz., Universal Fire and General Insurance Company Limited and the Indian Mercantile Insurance Company Limited with the All India General Insurance Employees Association, Calcutta.

22. Relying on the sentence 'In respect of the Indian Mercantile Insurance Company Limited it shall apply only to their Head Office in Bombay' in Para. 2 of the terms of agreement dated 19th October, 1965 the learned Advocate Shri Gagrut for the management contends that this particular reference is only in respect of the employees working at the Head Office of the company at Bombay. In my opinion this contention cannot be upheld.

23. The Sentence relied upon by Shri Gagrut referred to above has to be read in context with other portion of para. 2 in which it appears. If we consider the whole para. No. 2 of the terms of agreement referred to above, the meaning of the sentence relied upon by Shri Gagrut would be that the Award of the Industrial Tribunal shall be given retrospective effect from 1st January, 1965 in respect of the employees of the Indian Mercantile Insurance Company Ltd., working at their Head Office in Bombay only.

24. Para. 1 of the terms of agreement clearly shows that both the parties have agreed that all the demands contained in the Charter of demands (copy endorsed and marked annexure 'A') shall be referred to an Industrial Tribunal for adjudication and both the parties shall make a joint application under Section 10(2) of the Industrial Disputes Act, 1947 to the Government of India for reference of the dispute arising out of the Charter of Demands to an Industrial Tribunal for adjudication.

25. In the Charter of demands, it is mentioned that all the demands contained herein below shall apply equally to all the employees employed in Indian Mercantile Insurance Co. Ltd., throughout India.

26. If it would not have been the intention of the parties that the Charter of Demands contained in Annexure 'A' should not apply to the employees employed in the Indian Mercantile Insurance Company Ltd., at Branch offices throughout India, it would have so specifically mentioned. In that case it would have clearly mentioned that the Charter of Demands in respect of the employees employed in the Indian Mercantile Insurance Company Ltd., would be in respect of the employees working at the Head Office at Bombay only.

27. If the terms of agreement paras. 1 and 2 and the Charter of Demands marked Annexure 'A' to the settlement are read together and considered together, the only inevitable conclusion is that the sentence in para. 2 of the terms of agreement does not mean that the present reference relates to the employees of the Indian Mercantile Insurance Company Ltd., working in their head office at Bombay only. It cannot be inferred from sentence relied upon by Shri Gagrut that the intention of the parties was that this reference should be only in respect of the employees of the company working at Head Office of the company only and not in respect of the employees working in the Branch offices all over India.

28. The learned Advocate Shri Gagrut contends that the original settlement dated 8th November, 1962 was in respect of Bombay office. The previous settlements were also in respect of Bombay office only. The settlement dated 8th November, 1962 in respect of Bombay Office was terminated and the demands in question were made. He therefore, contends that the demands in question could be only in respect of the employees of the company working at the Head office at Bombay not in respect of the employees working all over India. I am unable to accept this contention.

29. It is true, that the original settlement was in respect of Bombay office only and that this settlement dated 8th November, 1962 in respect of Bombay office was terminated. Though the settlement in respect of Bombay was only terminated, the Charter of demands was in respect of the demands of the employees of the company working in the Head office as well as in other branches throughout India. The Charter of demands referred to above clearly supports this view.

30. Shri Madan Mohan, Vice-President of the Association contends that the scope of clause 2 of the agreement dated 19th October, 1965 has to be seen by taking the whole agreement into consideration and that this clause only deals with the retrospective operation of the Award. I have already stated above that the sentence in clause 2, relied upon by Shri Gagrut does not indicate the intention of the parties that this reference was to be restricted in respect of the employees of the Company working in Head Office only, but it only deals with retrospective operation of the Award in respect of the employees working in Head Office at Bombay.

31. Shri Madan Mohan contends that the agreement dated 19th October, 1965 is for making the application and that this does not lay down the scope of the reference. It only fixes the date of operation of the Award and grants interim relief. It is an effort to settle the dispute constitutionally.

32. It appears that the settlement dated 8th November, 1962 between the company and the employees of the company working in Bombay was signed by the local Union on behalf of the employees and the same was terminated by the Local Union. The agreement dated 19th October, 1965 is signed by the All India General Insurance Employees' Association, Calcutta and not by the local Union only. This circumstance indicates that the Charter of Demands was intended to be in respect of all the employees of the company working at the Head Office at Bombay as well as in all branches throughout India.

33. In the form of application for reference of an Industrial Dispute to a Tribunal under Section 10(2) of the Industrial Disputes Act, 1947, the names of the parties have been mentioned in para. 2. in Ex. 26/W is as follows:—

"This application is made on behalf of:—

(a) Indian Mercantile Insurance Co. Ltd., 14, Nicol Road, Ballard Estate, Bombay-1 (BR).

by the Undersigned being its General Manager and

(b) The workmen employed by the Company by the Undersigned being the President and the General Secretary of the All India Insurance Employees Association, H.Q. 24, Chittaranjan Avenue, Calcutta-12"

34. It is clear from the above that the joint application was made to the Government for making this reference by the management and the All India General Insurance Employees Association and not by the Management and the Local Union only.

35. Clause (e) relates to the efforts made by the parties themselves to adjust the dispute, which is as follows:—

"On receipt of the charter of demands from the All India Insurance Employees' Association, H.Q. Calcutta 12, the parties discussed the matter. As, however, there was no possibility of a settlement, the parties agreed that the matter should be referred to a Tribunal for adjudication under Section 10(2) of the Industrial Disputes Act, 1947 and in respect of which a settlement dated 19th October, 1965 was entered into and in furtherance of the said agreement both the parties therefore made this application under sub-section (2) of Section 10 of the Industrial Disputes Act, 1947."

36. Relying on the above mentioned clause, Shri Gagrut for the Employer contends that the reference to be made to the Tribunal was to be only in respect of the employees of the company working at the Head Office at Bombay in respect of whom there was a settlement in the year 1962, which was terminated. This contention is misconceived.

37. The Charter of Demands from the All India Insurance Employees' Association, Calcutta was received by the management. It was not from the Local Union. It cannot, therefore, be said that the reference which the parties intended to make was only in respect of the employees working at the Head Office at Bombay only. The reference made by the Government to this Tribunal clearly mentions that all the demands contained herein below shall apply equally to all the employees employed in Indian Mercantile Insurance Co. Ltd., throughout India. In view of this specific mention made by the Government in this reference made to me, on the strength of the joint application made by the parties, there could not be any doubt that the present reference relates to all the employees employed in the Indian Mercantile Insurance Company Ltd., throughout India. If the parties intended

that this reference should be only in respect of the employee employed in the company's Head Office at Bombay, joint application under Section 10(2) Ex. 26/W would have made this clear. I am, therefore, convinced that there is no substance in the preliminary objection raised by Shri Gagrati on behalf of the management in this dispute. His preliminary objection, therefore, fails.

38. For the reasons given above, I record my finding on Point No. 1, as above and direct that this reference be fixed for hearing in respect of the employees of the company working in the branches throughout India.

Point No. 4.

39. As I have accepted the settlement Ex. 31/EW and as the parties want me to pass Award Part I, in terms of the settlement in respect of the employees employed at the Head office of the company, I pass the following order:—

ORDER

1. Award Part I in terms of settlement Ex. 31/EW in respect of the employees of the Indian Mercantile Insurance Company Ltd., working at the Head Office at Bombay is made.
2. Ex. 31/EW is to form part of this Award.
3. The reference is fixed for hearing in respect of the employees of the company working in branches throughout India.
4. Further orders are reserved.

Sd./- N. K. VANI,
Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-2/18 OF 1968

PREVIOUS REF. No. CGIT-43 OF 1966

In the matter of Industrial Dispute

BETWEEN

The Employees in Relation to Indian Mercantile Insce. Co., Ltd., with its principal Office at Indian Mercantile Chambers, Nicol Road, Ballard Estate, Bombay-1.

AND

Their Workmen as represented by the All India Insurance Employees' Association, 24, Chittaranjan Avenue, Calcutta-12.

May it please this Honourable Tribunal:

Both the parties to the above dispute had negotiations in regard to the above dispute and as a result of the said negotiations have arrived at an amicable settlement in respect of the employees of the Company at its Head Office at Bombay under Section 18 read with Section 2(p) of the Industrial Disputes Act 1947.

It is therefore jointly prayed that Award Part I be made in terms of the Annexure to this application.

For Indian Mercantile Insurance Co., Ltd.,

Sd./- R. K. KOTHARY,
Deputy Manager.

For All India Insurance Employees' Association.

Sd./- P. P. PATIL,
Joint Secretary.

Bombay. 3rd March, 1970.

Memorandum of settlement

NAMES OF PARTIES:

Representing Employer:—Mr. C. M. Telivala, General Manager, Indian Mercantile Insurance Co. Ltd., 14, Nicol Road, Ballard Estate, Bombay-1.

Representing Workmen:—Mr. Madan Mohan Vice President, All India Insurance Employees' Association.

Mr. P. P. Patil, Joint Secretary, All India Insurance Employees' Association.

Mr. E. P. Velhal, Group Secretary, Indian Mercantile Insurance Employees' Group of General Insurance Employees' Union (Western Zone), Bombay.

This settlement made this 29th day of January 1970 between the Indian Mercantile Insurance Company Ltd., Bombay (hereinafter referred to as the Company) and workmen employed by the Company at its Head Office at Bombay represented by the All India Insurance Employee's Association (here-in-after referred to as the Association).

Whereas the Association submitted a Charter of Demands on behalf of the workmen employed by the Company and whereas the said Charter of Demands was referred jointly to adjudication of the Central Government Industrial Tribunal pursuant to the settlement dated 10th October, 1965 and was marked as Reference CGIT No. 43/66.

And whereas the Association contends that the above said reference extends to its employees throughout India and whereas the Company contends that the said reference is applicable only to its employees at Head Office at Bombay and whereas without prejudice to the above contentions of both the parties, this settlement is reached between the parties in respect of the employees of the Company at Head Office at Bombay to the intent that it will be binding on the Company and the Association in respect of the employees at the Head Office at Bombay under Section 18 read with Section 2(p) of the Industrial Disputes Act, 1947.

It is agreed between the parties that this settlement be filed before the Central Government Industrial Tribunal with a request that the Part I award be made in respect of the Head Office employees at Bombay.

Further, it is hereby agreed between parties as follows:—

Terms of Agreement

DEMAND No. I: Classification.

DEMAND No. II: Scales of Pay.

DEMAND No. IV: Adjustment and merger of Dearness Allowance.

1. Employees of the Company at its Head Office at Bombay shall be classified as follows and the revised scales of Pay shall be as shown below:—

- (a) Senior Assistants.—Rs. 200—12—280—15—350—E.B.—18—440—20—520 (20 years).
- (b) Assistants: Clerks including Typists, Telephone Operators.—Rs. 150—8—190—10—240—E.B.—13—305—15—380—17—465 (25 years).
- (c) Stenographers.—Rs. 166—8—190—10—240—E.B.—13—305—15—380—17—465 (23 years).
- (d) Drivers.—Rs. 120—5—150—6—210 (16 years).
- (e) Peons & Havalendars.—Rs. 85—3—115—4—135—5—160 (20 years).
- (f) Liftmen.—Rs. 90—3—120—4—140—5—165 (20 years).

NOTE.—The Company shall place with effect from 1st January 1970 not less than 15 existing Assistants in the Senior Assistants grade referred to above.

2. It is agreed that the following amounts will be added to the basic salaries drawn by the employees as on 31st December 1966.

- (i) Assistants and Stenographers.—Rs. 70/- (Rupees Seventy).
- (ii) Driver, Peons and Liftmen.—Rs. 50/- (Rupees Fifty).

After the addition of Rs. 70/- and Rs. 50/- as the case may be in the basic salary of the employees as referred to above, the basic salary derived will be fitted in the above revised scales of pay in the following manner:—

(i) The employee who would be in receipt of basic salary which is less than the starting basic salary of the respective revised scale of pay shall be stepped upto the minimum of the starting revised scale.

(ii) The employee who would be in receipt of basic salary which is higher than the starting basic salary of respective revised scale of pay but which is not a step in the revised scale shall be stepped upto the next step in revised scale.

(iii) The employee who would be in receipt of basic salary in the revised scale of pay which is in step shall be fitted in that step in the scale.

DEMAND NO. III: Dearness Allowance:

(a) In place of the existing Dearness Allowance scheme, the following scheme of dearness allowance will be introduced when All India Working Class Consumer Index number (Base 1949—100) for the working class is at 170.

Basic salary	Dearness allowance
Upto Rs. 100/-	Rs. 70/- flat.
Between Rs. 101/- and Rs. 200/-	Rs. 70/- plus 40% of the Basic salary in excess of Rs. 100/-.
Between Rs. 201/- and Rs. 300/-	Rs. 110/- (Rs. 70/- + Rs. 40/- = Rs. 110/-) plus 30% of Basic salary in excess of Rs. 200/-.
Between Rs. 301/- and Rs. 400/-	Rs. 140/- (Rs. 70/- + Rs. 40/- + Rs. 30/- = Rs. 140/-) plus 20% of the basic salary in excess of Rs. 300/-.
For basic salary above Rs. 400/-	Rs. 160/- (Rs. 70/- + Rs. 40/- + Rs. 30/- + Rs. 20/- = Rs. 160/-) plus 10% of the basic salary above Rs. 400/-, but upto Rs. 500/-.

NOTE.—No Dearness allowance is payable on the portion of basic salary which is in excess of Rs. 500/-.

(b) *Index D.A.*—It is further agreed that for every rise or fall of 5 (five) points over or below 170, the dearness allowance payable on the basic salary will be increased or decreased as the case may be as under:—

On Basic salary	Rate
Upto Rs. 150/-	for every 5 points 5%
Between 151/- to 250/-	2½%
Between 251/- to 500/-	1½%
Above Rs. 500/-	NIL

(c) The total maximum Dearness allowance payable per month under the scheme (a) and (b) above i.e. inclusive for rise in index shall not exceed Rs. 350/-.

(d) The payment of increased or reduced Dearness Allowance as shown above shall be on the basis of Quarterly average increase or decrease of 5 points over or below the figure of 170 and shall be paid in the Months of January, April, July and October of each year as far as practicable.

DEMAND NO. V: Special Allowance:

It is agreed that the following special allowance shall be paid:—

(i) *Havaldar.*—Will be paid Rs. 10/- per month extra as special allowance.

(ii) *Peon.*—Attending to the Bank work will be paid Rs. 10/- per month extra as special allowance, as long as he continues to do Bank work.

(iii) *Cashiers.*—Cashiers will be paid Rs. 15/- per month as special allowance. The present Cashier, Shri P. P. Toprani will not be allowed the said special allowance.

It is further agreed that in the event of present Cashier Mr. Toprani or the Cashier at the material time does not attend to his duties continuously for 15 days or more, then the employee who attends in his place will be given the Special allowance at the rate of Rs. 15/- per month, for the number of days he works as a Cashier.

DEMAND No. VI: Special Increments:

Graduates appointed hereafter or those who become Graduates in the existing staff hereafter will be paid one additional increment and Commerce Graduates and double Graduates will be paid two additional increments.

These increments will be paid from the date of their appointment and/or acquiring the degree whichever is applicable.

It is the responsibility of the employee to claim this special increment. For the following qualifications also employees will get additional increments:—

- (1) Second Part of Chartered Institute or Federation of Insurance Institutes—1 additional increment.
- (2) Third Part of Chartered Institute or Federation of Insurance Institutes—2 additional increment.

These increments will be paid from the date of their appointment and/or acquiring the qualification whichever is applicable. It is the responsibility of the employee to claim such increments.

DEMAND No. VII: Allowances:

(a) *Overtime Allowance.*—It is agreed that overtime allowance shall be paid 1½ times of usual hourly Basic salary plus dearness allowance (i) calculated by dividing monthly Basic Pay and dearness allowance by 150 hours for working beyond normal working hours and Sundays and Holidays in case of Senior Assistants, Assistants and Stenographers.

(ii) Calculated by dividing monthly Basic pay and Dearness Allowance by 190 hours for working beyond normal working hours and on Sunday and holidays in case of Peons, Havaladar, Driver and Liftmen.

NOTE.—It is agreed that no additional payments on account of overtime, if any done by an employee prior to the date of signing this settlement will be done or claimed by the employee due to revision of wages under this settlement or for any other reason.

(b) *Officiating allowance.*—This demand is not pressed.

(c) *House rent allowance.*—It is agreed that House Rent allowance of Rs. 10/- per month will be paid to the Sub-staff, Driver and Liftmen.

(d) *Lunch allowance.*—This demand is not pressed.

DEMAND No. VIII: Amenities:

Present amenities if any will continue.

DEMAND No. IX: Retirement Age:

An employee shall retire on attaining the age of 60 years provided that the Company may at its sole discretion extend such age of retirement if on examination by a Doctor selected by the Company an employee is found to be medically fit and the services of such employee are required by the Company and if the employee agrees for it. However, the Company can retire an employee even before attaining the age of 60 years on medical grounds.

DEMAND No. X: Provident Fund.

It is agreed to continue the present practice.

DEMAND No. XI: Leave.

(a) *Casual leave:* 10 days casual leave in each calendar year subject to three days at a time will be granted. There will be no accumulation of Casual Leave. Sundays and Holidays can either be prefixed or suffixed but not both without the permission of the Company in writing. Casual leave cannot be joined with privilege leave. Application for Casual Leave will be made in writing in advance normally.

(b) *Privilege leave:* No employee should be entitled to privilege leave during the period of probation. On confirmation, an employee will be entitled to 30 days privilege leave after eleven months of actual service subject to accumulation of 90 days. Of this leave, not more than 45 days will be granted at one time. Employee asking for privilege leave should apply in writing 15 days in advance. But in special circumstance or emergencies, applications may be entertained by the management made less than 15 days in advance. Application for extension of

privilege leave will be sent within 5 days of expiry of leave and if not so done, the Management may treat such leave on loss of pay.

Leave will be granted according to the exigencies of business.

Employees will be informed by the Management of sanction or refusal of the leave as soon as possible.

(c) Sick leave: Sick leave on basic pay and Dearness Allowance will be allowed upto 15 days in each year. Employees asking for sick leave shall produce a certificate from a Registered Medical Practitioner specifying the illness and number of days for which the employee would be expected to stay away from work. Accumulation of sick leave will be for 120 days. Any leave taken for casual sickness of 2/3 days should be adjusted against Casual leave due or against privilege leave, if casual leave is not due. For casual sickness no medical certificate will be asked for.

If an employee fails to deliver or post the medical certificate as aforesaid at the end of the third day of his sickness, his absence for the whole of the period of three days shall be treated as Casual Leave or privilege leave whichever is due. If an employee exhausts his sick leave and requires further leave, it will be debited towards his privilege leave if any, due to him.

The Company can send an employee applying for sick leave for examination to the Presidency or Civil Surgeon or any General practitioner nominated by the Company in the event of Presidency or Civil Surgeon is not available at Company's cost.

(d) Maternity leave: A normal female employee who has been confirmed in the services of the Company shall be granted Maternity leave in the following manner:

4 weeks before confinement

4 weeks after confinement

Such leave shall be for the lady employee during her services with the Company and for a maximum of two confinements.

(e) Examination leave: Present practice will continue.

(f) Special Leave: Present practice to continue.

(g) Furlough leave: This demand is not pressed.

DEMAND NO. XII: Security of Service

No disciplinary action will be taken against an employee unless an opportunity is afforded to the employee to explain.

DEMAND NO. XIII: Working Hours.

Present working hours shall continue.

DEMAND NO. XIV: Bonus

The declaration and payment of bonus will be subject to the sanction and approval of the Board of Directors and the Central Government if any.

DEMAND NO. XV: Uniforms to Employees

The Company will, according to its present practice continue to provide uniforms to its Peons, Liftmen and the Drivers as are provided at the time of this Agreement.

The Peons, Liftmen and Drivers shall be provided by the Company with two coats, two trousers, two shirts, a pair of chappals and three washable caps every year by March and one umbrella at the end of every two years.

An employee losing any items of said uniforms or an umbrella shall replace the same at his own costs and the Company shall not be required to replace the same.

DEMAND NO. XVI: Allowance during suspension

Suspension allowance will be paid at the rate of 50% of the basic pay plus dearness allowance.

DEMAND NO. XVII: Recruitment

(a) Every employee joining the service of the Company shall be on a probation for a period of six months from the date of joining provided that the Company, if found necessary may extend this period to nine months.

The Company may at any time during the period of probation terminate the services of an employee subject to the provisions of the Bombay Shops and Establishment Act, 1948.

(b) The Company is not bound to take into the clerical staff a Peon who passes the Matriculation or other equivalent examination, but the Company may consider each case on merits and may take such Peon so passing the examination into its clerical staff if the Company in its sole discretion finds him suitable for the post of Clerk.

(c) Ordinarily the Company will fill senior posts from the Company's own existing staff at the time when such Senior posts are required to be filled provided if the Company in its sole discretion is satisfied that any member of its existing staff has the requisite ability, efficiency, knowledge and experience for such post.

DEMAND NO. XVIII: Confirmation

Employees shall be confirmed after 6 months probationary service automatically if the same is not extended.

DEMAND NO. XIX: Temporary staff

This demand is not pressed.

DEMAND NO. XX: Promotion

Present practice will continue.

DEMAND NO. XXI: Transfer

This demand is not pressed.

DEMAND NO. XXII: Date of Effect

This settlement shall come into effect from 1st January, 1967 and shall continue to be in force and shall be binding on the Company and its employees at Head Office at Bombay, for a period upto 31st December, 1972 and shall continue to bind the parties till either of the parties give 2 months' notice in writing express its intention to terminate the same.

DEMAND NO. XXIII: Washing Allowance

It is agreed that Washing Allowance of Rs. 4/- per month will be paid to peons, Havalendars, Driver and Liftmen.

DEMAND NO. XXIV: Holidays: and DEMAND NO. XXV: Section Holidays:

The Company shall according to the present practice grant its employees all Holidays declared under the Negotiable Instrument Act except the 30th of June and 31st day of December or such holidays as are declared by the Government for purpose of Banking Business only.

There shall be no sectional holidays and the Company shall not be required to grant any Sectional Holidays except all Shravan Mondays from 4.00 p.m. An employee who desires to have a Sectional Holiday may with the previous permission of the Company utilise his Casual Leave if any, is then due to him.

DEMAND NO. XXVI: Loan for Accommodation

In view of the voluntary scheme introduced by the Company the demand is not pressed.

DEMAND NO. XXVII: Trade Union Rights

The Company agrees that there will be no victimisation or ill-treatment of an employee for his Union Activities.

It is hereby expressly agreed and declared that Union activities shall not be carried on in the office premises during working hours.

All public activities undertaken by an employee outside the office premises and outside the working hours of the Company, shall be his own concern and the Company shall not be concerned therewith and so long as such public activities do not in any manner directly or indirectly affect the business or interest of the Company and the discipline amongst the Company's staff or in its office.

DEMAND No. XXVIII: Existing Rights and Privileges:

It is agreed that existing rights and privileges which are prevalent shall continue under this settlement. No employee shall be adversely affected as a result of this settlement in respect of existing amenities other than those discussed and embodied in this Agreement.

It is hereby agreed that any amount which may be due and payable by the Company on account of revision of the emoluments under this settlement towards Basic Pay and Dearness Allowance shall be paid to the employees within 30 days from the date of the signing of the Agreement. The Company's and Employees' contribution towards Provident Fund on account of revision in Basic Pay will be credited to Provident Fund Account of each employee.

It is further agreed that 1 (one) Month's gross salary paid in the year 1965 under the settlement dated 19th October 1965 and 50% (fifty percent) of one gross salary paid in the year 1968 under the settlement dated 16th January 1968 shall not be adjusted against the said amount and the same shall be considered as payment towards retrospective operation from 1st January 1965 to 31st December, 1966. 50% (Fifty percent) of gross salary paid in the year 1968 under the said settlement dated 16th January 1968 shall be recovered by the Company in 10 (ten) equal Monthly instalments commencing from 1st March 1970.

It is also agreed that in case the difference between revised emoluments and the total emoluments received as on 1st April 1967 is less than Rs. 25/- the balance amount will be paid to such employees as "special personal pay" with effect from 1st January 1967.

All other demands not specially referred to herein or provided for or not pressed in this settlement shall be deemed to have been dropped and the employees or the Association shall not agitate the same during the subsistence of this settlement.

Any dispute or difference relating to the interpretation of any of the terms and conditions of this settlement shall be resolved by the parties hereto by mutual discussions and no precipitate action will be taken during the time such discussions are continuing.

It is agreed that this settlement is arrived at without prejudice to the contention of both the parties as to the scope of the reference No. CGIT 43 of 1968 in regard to the employees of the Branches.

It is agreed that this settlement will supersede the existing settlements dated 19th October 1965 and 16th January 1968 in respect of Interim reliefs.

It is agreed by the parties that they will make an application to the Hon'ble Industrial Tribunal under reference No. CGIT No. 43 of 1968 praying that an Award Part-I in terms of the above settlements in respect of the Head Office employees at Bombay only be made.

Witness :

Sd/- M. A. GAGRAI,
Advocate.

Sd/- MADAN MOHAN.

Sd/- C. M. TELIVALA,
General Manager.

Indian Mercantile Insurance Co. Ltd., Bombay.

Sd/- P. P. PATIL,
Joint Secretary.

All India Insurance Employees' Association.

Sd/- E. P. VELHAL,
Group Secretary.

Indian Mercantile Insurance Employees' Group
of General Insurance Employees' Union (Western Zone) Bombay.

[No. F.74(7)/66-LRIV(LRI).]

ORDER

New Delhi, the 18th April 1970

S.O. 1585.—Whereas a vacancy has occurred in the office of the Presiding Officer of the Labour Court with headquarters at Jullundur, constituted by the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 458, dated the 5th February, 1963;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri Sewa Singh as the Presiding Officer of the Labour Court constituted as aforesaid with effect from the 4th November, 1969.

[No. F. 1/8/70-LRI.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 18th April 1970

S.O. 1586.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Banderchua Mica Mine of Messrs Eastern Manganese and Minerals Limited, Post Office Domchanch and their workmen, which was received by the Central Government on the 10th April, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 8 OF 1969

In the matter of an industrial dispute under Section 10(1) (d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the management of Banderchua Mica Mine of Messrs Eastern Manganese and Minerals Limited, Post Office Domchanch

AND

Their workmen.

APPEARANCES:

*On behalf of the employers—None**On behalf of the workmen—None*

STATE: Bihar

INDUSTRY: Coal

Dhanbad, 7th April, 1970

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Banderchua Mica Mine of Messrs Eastern Manganese and Minerals Limited, Post Office, Domchanch and their workmen, by its Order No. 20/7/69-LRI dated 20th May, 1969 referred to this Tribunal under Section 10(1) (d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the action of the management of Banderchua Mica Mine of Messrs Eastern Manganese and Minerals Limited, Post Office Domchanch, in terminating the services of Shri Chatur Narayan Barhi, Carpenter, with effect from the 28th September, 1968, was justified? If not, to what relief is the workman entitled?"

2. Workmen as well as the employers filed their statement of demands.

3. After the statement of demands was filed by the parties, both the parties chose to remain absent consecutively on four hearings, 3-1-1970, 27-1-1970, 25-2-1970 and 21-3-1970. There was not even an application for adjournment from either of the parties on the last hearing. On 27th January 1970 a joint application from the parties was received stating that they were trying to arrive at an amicable settlement. Non-appearance of parties before the Tribunal probablises that the parties have settled their dispute outside the Tribunal and that there is no more dispute left for adjudication by the Tribunal. Under these circumstances I find that there is no more dispute left for adjudication. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal
(No. 2) Dhanbad.
[No. 20/7/69-LR.IV.]

New Delhi, the 21st April 1970

S.O. 1587.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of North, South and West Jhagrakhand Collieries of Messrs Jhagrakhand Collieries (Private) Limited, Post Office Jhagrakhand Colliery, District Surguja (Madhya Pradesh) and their workmen, which was received by the Central Government on the 26th March, 1970.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Dated the 14th March, 1970.

PRESENT:

Shri G. C. Agarwala, Presiding Officer.

CASE REF. NO. CGIT/LC(R) (14) OF 1969

PARTIES:

Employers in relation to the management of North, South and West Jhagrakhand Colliery of Jhagrakhand Collieries (P) Ltd. P.O. Jhagrakhand Collieries, Distt. Surguja (M.P.).

Versus

Their workmen represented through the M.P. Koyala Mazdoor Panchayat, P.O. Kurasia Colliery (2) Azad Koyala Shramik Sabha, P.O. Jhagrakhand Colliery (3) M.P. Colliery Workers' Federation, South Jhagrakhand Colliery P.O. Jhagrakhand Colliery, Distt. Surguja (M.P.)

APPEARANCES:

For employers—Shri P. S. Nair, Advocate & Shri G. R. Bhandari, Group Personnel Officer.

For workmen—1. Shri Gulab Gupta, Advocate & General Secretary, M.P.C.W. Federation.

2. Shri B. Bora¹, General Secretary. Azad Koyla Shramik Sabha.

3. Shri M. Tiwari, Vice President M.P.K.M. Panchayat.

INDUSTRY: Coal Mine

DISTRICT: Surguja (M.P.)

AWARD

By Government Notification No. 1/6/68-LRII dated March 14, 1969, the Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment), Government of India referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:—

Matter of Dispute

Whether the management of North, South and West Jhagrakhand Collieries of Messrs Jhagrakhand Collieries (Private) Limited was justified in

denying 15 days Sick Leave with pay to their weekly paid workmen? If not, to what relief are these workmen entitled?

2. The schedule as stated above mentions three collieries, North, South and West Jhagrakhand belonging to Jhagrakhand Collieries (P) Ltd. In the descriptive part of the order of reference para 1, only South Jhagrakhand Colliery had been mentioned and it runs as follows:—

“S.O.—WHEREAS the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of South Jhagrakhand Colliery of Jhagrakhand Collieries (Private) Limited, Post Office Jhagrakhand Colliery, District Surguja (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed.”

Since there was this discrepancy, the Ministry was requested to clarify the position after parties had filed their written statements and by a corrigendum No. 1/6/68-LRII dated 4th December, 1969, the first paragraph of the referring order was amended and for “South Jhagrakhand Colliery”, “North, South & West Jhagrakhand Colliery” had been substituted. This was duly published in the Gazette and the corrigendum runs as follows:—

“S.O.—In the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No S.O. 1125 dated the 14th March, 1969, published on page 1121 of the Gazette of India Part II, Section 3 Sub-section (ii) dated the 22nd March, 1969:

in line 2, for “South Jhagrakhand Colliery” read “North, South and West Jhagrakhand Colliery”.

3. It may be mentioned that there was three unions, to which order of reference had been endorsed. They are (i) M.P. Colliery Workers' Federation, South Jhagrakhand Colliery which sponsored the dispute and two other Unions (1) M.P. Koyala Mazdoor Panchayat (2) Azad Koyala Shramik Sabha. All the three unions operate in all the three collieries as admitted by Sri G. R. Bhandari, Group Personnel Officer (E.W. 1). The Coal Wage Board discussed the subject of Sick Leave in Chapter XIII pages 126-127 of the recommendations. Paragraph 14 which deals with the subject runs as follows:—

“14. We have considered the submissions of the parties on this issue and we are of the view that the existing facilities regarding paid sick leave require improvement. Taking into consideration all relevant factors and circumstances, the Board makes the following recommendations:—

- (i) All workmen shall be entitled to 15 days sick leave in the year on full pay or 30 days in the year on half pay with a right to the workmen to accumulate sick leave for a period of 60 days and 120 days respectively, in the entire period of service.
- (ii) Sick leave shall be availed of only for illness beyond 24 hours' duration. This is without prejudice to any existing practice at particular units where sick leave is granted from the first day of sickness;
- (iii) When the workman is ill at the colliery, the application for sick leave will be supported by the colliery medical officer. In case he is not available at the colliery, by a doctor of the Welfare Fund or any registered medical practitioner.
- (iv) Where a workman falls sick when away from the colliery on privilege or other leave he shall be entitled to sick leave at the rate of six days with full pay or twelve days on half pay per year out of the total sick leave to his credit, provided his application for sick leave is supported by a certificate from a registered medical practitioner or the Mukhya Sarpanch of the Gram Panchayat/Village Union Board.

The above provisions for sick leave will replace the existing facilities of sick khoraki. If in any colliery, there are provisions for sick leave more favourable than what is recommended by us, they shall be continued.”

4. The demand which resulted in this reference was raised by the M.P. Collieries Workers' Federation and it appears from the conciliation file which had

been summoned that the management during conciliation agreed to give 30 days sick leave on half pay whereas the demand of the Union was that the leave should be 15 days on full pay 30 days on half pay at the option of the worker. In view of this concession already made in conciliation the reference is confined to the disputed question whether the management is justified in denying 15 days sick leave on full pay to the weekly paid workmen. It may be mentioned that monthly paid employees even though daily rated are already getting 15 days sick leave with full pay under the Certified Standing Orders. It is only the weekly paid workmen who are not paid full pay and which resulted in the dispute. The Union, M.P. Colliery Workers' Federation by a communication dated 26th December, 1967, to the management presented a charter of demands and item No. 14 related to sick leave. The weekly paid, however, used to be given 14 days sick khorakee under a settlement dated 7th December, 1960, and this was the practice which has continued.

5. All the three unions and the management filed their statements of claim. In the initial statements of claim filed by the other two Unions, Azad Koyala Shramik Sangh and M.P. Koyala Mazdoor Panchayat, the demand was in line with the demand of the M.P. Colliery Workers' Federation, viz the option of having 15 days sick leave on full pay or 30 days on half pay should rest with the worker as recommended by the Coal Wage Board. The management however, in their statement of claim raised a number of legal objections which were enumerated in paragraphs 2 clauses (a) to (f). One of the principal pleas raised was that the reference was confined only to South Jhagrakhand Colliery and not to all the three Collieries. M.P. Colliery Workers' Federation, to be hereinafter described as Federation or the sponsoring Union, in its statement of claims-cum-rejoinder maintained that the reference covered all the three Collieries as stated in the subject of disputed matter in Schedule and the opening paragraph was merely a clerical error in the description. For determination of the legal pleas raised by the employers 22nd July, 1969, had been fixed. But before the legal pleas could be considered the management entered into a settlement on 18th July, 1969, with the M.P. Koyala Mazdoor Panchayat in conciliation under Sec. 18(3) I.D. Act. This Union, M.P. Koyala Mazdoor Panchayat, seems to have served the demand raising an industrial dispute by letter dated 30th June, 1969, on the basis of which the conciliation officer who was the Asstt. Labour Commissioner at Bilaspur recorded a Memorandum of Settlement on 18th July, 1969, (Ex. E/1). Under this settlement which was with regard to North and West Jhagrakhand Collieries, the management agreed to give 30 days sick leave on half pay. South Jhagrakhand Colliery presumably was not included because it was considered that a dispute was under reference. The management after this settlement when the case came up for hearing on 6th November, 1969, pressed that the settlement being one under sec. 18(3) I.D. Act is binding on workmen of North and West Jhagrakhand Collieries and the enquiry under this reference should be confined only to South Jhagrakhand Colliery, even if it be assumed that the reference related to all the three collieries. This aspect of the matter will be considered after the other legal objections which have been raised in paragraph 2 (a) to (f) are disposed of.

6. The first objection mentioned in Clause (a) of paragraph 2 is that the Government made the reference mechanically as in the opening paragraph where existence of industrial dispute is stated, only South Jhagrakhand Colliery had been mentioned, whereas in the terms of reference all the three Collieries are stated. The reference, therefore, suffers from a fatal infirmity. Evidently, this is a clerical error. When the Ministry was addressed to clarify the position, it corrected the error by the corrigendum dated 4th December, 1969. As observed in Dahur (Dr. S. K. Burman) (P) Ltd., Vs. Their workmen reported in 1967(2) LLJ 863 at 865 "such a clerical error can always be corrected". In the original referring order of the case, Labour Court Patna had been described which was substituted by a corrigendum as Labour Court Ranchi. It was held that such a clerical error can always be corrected. The inaccuracy was in the descriptive part only and even without correction, it could have been ignored as held in Kirloskar Brothers Ltd. Vs. Its Workmen reported in 1962(2) LLJ 732. In that case the State of Bombay made a reference with regard to certain disputes about the Press and its workmen. The company had a factory and Press at Kirloskarwadi and the Press had been shifted to Poona. In the referring order, however, the management was described as Kirloskar Brothers Ltd., Kirloskarwadi and the objection was that the employees of Press who were at Poona were therefore excluded. The objection was overruled as highly technical as the error was merely in the description. The same is the case here. The demand of the M.P. C.W. Federation was for all the three Collieries as is evident by letter dated 15th

June, 1968, addressed to Labour Enforcement Officer (Central) to conciliate on the demands. An attempt was made in the evidence of Sri G. R. Bhandari, Group Personnel Officer (E.W. 1) of the Company that during conciliation, the demand for other two collieries had been given up. There was nothing to indicate this in the conciliation failure report and therefore the conciliation file was summoned. This contention of the management was found to be wrong as at no stage the demand had been given up. As a matter of fact, it had been consistently pressed. Sri Gaya Prasad Sharma, Dy., General Secretary of the Federation examined as W.W. 1 stated that as soon as he received a copy of the conciliation failure report and in which there was an omission inasmuch as only South Jhagrakhand had been mentioned, he at once contacted the Labour Enforcement Officer (Central) and gave him a letter dated 2nd August, 1968, copy whereof is Ex. W/3 pointing out the omission. The Labour Enforcement Officer assured him that the omission would be corrected. The reference took place after this objection of Sri G. P. Sharma. But somehow the reference was worded on the basis original failure report in which by oversight only South Jhagrakhand had been mentioned. It may be stated that after the conciliation failed, the matter was referred back to Regional Labour Commissioner (Central) for a fresh attempt of conciliation and it was at that stage that the management had agreed to give 30 days sick leave on half pay as is borne out by the conciliation file of the office of the Regional Labour Commissioner (Central). There is, therefore, no substance in the contention that the demand was for only South Jhagrakhand and the Government had no power to make a reference for all the three collieries and in support of which the case of Sindhu Resettlement Corporation Ltd., Vs. Industrial Tribunal of Gujarat and others reported in 1968 (1) LLJ 634 was referred but which is not applicable.

7. The next objection raised in Clause (b) is that the question of sick leave concerns the entire coal industry and therefore reference for a single employer under Sec. 10(1) (d) is illegal and arbitrary. To the same effect is objection under Cl. (c) that this amounts to discrimination and is hit by Article 14 of the Constitution. These objections have no force and do not merit serious consideration. This Tribunal is not concerned whether the demand relates to the entire industry or not and when the limited question is whether the leave should be on 30 days half pay or 15 days full pay as recommended by the Wage Board, there is obviously no discrimination of any kind.

8. In paragraph 2(d) it was contended that there had been a conciliation settlement dated 7th December, 1960, which was filed as annexure A and is also E/7. It stated that sick khorakee which is analogous to sick leave was being paid to weekly paid employee and this settlement which had been brought about for all the three Collieries between the management and Chattishgarh Colliery Workers Federation, predecessor of M.P.C. Workers Federation, has not been terminated. The sponsoring Union, the Federation, stated that the said settlement had been terminated long ago. In the conciliation failure report also, the stand of the Union was that the said settlement had been terminated in 1962. It is true that there is no specific evidence by the Union but it is pertinent to note that Sri G. P. Sharma, Dy., General Secretary of the Federation was not at all questioned about it and the employers witness Sri G. R. Bhandari (E.W. 1) made no specific statement on the question. It can, therefore, safely be presumed that for the sick khorakee this settlement was no longer operative. Further, sick khorakee and sick leave are not identical. As the conception of sick khorakee would indicate, it is a compensation paid to worker himself as diet money for his illness. In paragraph 7, Chapt. XIII of the Coal Wage Board, it is mentioned that the practice has been prevalent for a long time in Bengal and Bihar. This practice has been replaced by a system of sick leave which is under paragraph 14 of the Wage Board recommendation. The two are distinct in nature. The recommendations of the Coal Wage Board when once accepted by the management supercede all existing agreements and settlements. The settlement of 1960 therefore stands automatically terminated when once the management agreed to implement the Wage Board recommendations. By their notice dated 18th October, 1967, (Ex. W/2) the management had agreed to implement the Wage Board recommendations as accepted by the Government with regard to wages. Impliedly, therefore, they had agreed to implement the recommendations about sick leave with wages without reservation.

9. The next objection in Clause (e) of paragraph 2 is that M.P. Colliery Workers' Federation is a minority union and hardly represents 8 to 10 per cent of workmen of the colliery. That may or may not be so. An industrial dispute can be raised even by a minority union and when once it has been raised and has

resulted in reference there can be no such objection. Sri G. R. Bhandari (E.W. 1) admitted that all three unions operate in all the three collieries. This objection therefore has no substance.

10. Clause (f) of paragraph 2 states that the reference is weavily loaded against the management inasmuch as the only reference should have been made whether the demand of the workers for 15 days sick leave for full wages was justified and by using different language the Government was trying to give an undue advantages to the worker. In what language the reference is expressed is immaterial. The merit of the demand is examined and not the language. All these objections therefore failed and have no merit.

11. Coming to the settlement dated 18th July, 1969, between the management and the M.P. Koyala Mazdoor Panchayat, this is evidently a *mala fide* settlementt and cannot be taken into account. This Tribunal was already seized with the reference. The management as also the Union, M.P. Koyala Mazdoor Panchayat knew about it and filed their statements of claims. On the objection of the management a date had been fixed for determining the legal objections including the question whether the reference relates only to South Jhagrakhand or to all the three Collieries. Even so, a letter dated 30th June, 1969, was sent by the M.P. Koyala Mazdoor Panchayat requesting the Asstt. Labour Commissioner (Central) Bilaspur to conciliate and a conciliation settlement dated 18th July, 1969 was brought about. It may be noted that the Conciliation Officer with respect to the demand raised by M.P. Colliery Workers' Federation was Labour Enforcement Officer (Central), Chirimiri and subsequently Regional Labour Commissioner (Central) after he had been asked to reconcile. This settlement was brought about before the Assistant Labour Commissioner (Central) Bilaspur. Evidently, he has had no knowledge that the dispute had been conciliated earlier and resulted in failure, as also the fact that the reference was pending before this Tribunal. When Sri Bhandari was questioned about it he stated that as the management was under the impression that the dispute related only to South Jhagrakhand, therefore it entered into a settlement with this Union about North and West Jhagrakhand Collieries. This is hardly a convincing explanation. There was no justification for the management to have entered into such a settlement with another Union when it was known to it that a reference was pending and the question was a disputed one. This Union which entered into settlement was asked during arguments how the settlement was going to benefit the workers there was no satisfactory reply. The settlement consequently is a *mala fide* one and cannot be accepted. About the legal effect of such a settlement, there is no direct authority. The framers of law did not envisage such a contingency. Under Sec. 18(3) I.D. Act A conciliation settlement evidently refers to one which is arrived at before the reference and when once a reference has been made there could be no conciliation proceedings. It is only an award of the Labour Court, Tribunal or a National Tribunal which is enforceable under Sec. 18(3) I.D. Act. If during a pendency of a reference, there is a conciliation proceeding and a settlement, the Labour Court, Tribunal or National Tribunal to which a reference has been made may ignore such a settlement. As a matter of fact, a compromise or settlements brought about between parties during the pendency of a reference are scrutinised and are incorporated in the award. In *Hindustan General Electric Corporation (P) Ltd. Vs. State of Bihar* reported in 1965(2)LLJ 92, Patna High Court had occasion to consider this question rather in a different context. After having made a reference to a Labour Court under Sec. 10(1)(c), the Government made another reference of a matter connected with it to a Court of enquiry under Sec. 10(1)(b). It was held that powers of reference under Cl. (a), (b) and (c) of Sec. 10 are in the alternative and not cumulative in character. Once a reference has been made under Sec. 10(1)(c) another reference under Sec. 10(1)(b) to Court of enquiry cannot be made. The same principle would apply to this case. A decision of Industrial Tribunal, Patna in Reference case Nos. 2 and 3 of 1964 dated 23rd May, 1966 reported in 1967 (1) M.F.J. Pt. III p. 45. The Management of Sone Valley portland Cement Co. Ltd., Japla *versus* Their workmen on the question is more direct and apposite. There were three Unions as in this case and during reference a settlement was brought about with one of the Unions before the Commissioner of Labour and Conciliation Officer. It was contended that such a settlement was binding under Sec. 18(3) I.D. Act. The Tribunal held that Sec. 18(3) was not attracted when a reference was binding. This settlement therefore has no legal sanctity nor was it a *bona fide* settlement to be considered on merits.

12. Coming to the dispute in question the only point is whether the worker should get 30 days sick leave with half pay and to which the management had

agreed or 15 days sick leave with full pay. The Wage Board recommendations which has already been quoted gives the option to the workmen. When the workmen had been given the right to accumulate sick leave for a period of 60 days and 120 days respectively, it follows by necessary implication that the option rests with the workmen to choose either 15 days sick leave with full pay or 30 days on half pay. Once the management accepted the recommendation in the matter of implementation of wages, there is no justification for denying this benefit of the workmen particularly so, when monthly rated employees, piece rated or daily rated are all getting 15 days sick leave with full pay. It is an invidious distinction for those who are paid weekly even though they may be a daily rated, and be deprived of the benefit of full pay when falling sick. Sri Bhandari (E.W. 1) when he came in evidence could not justify why this discrimination should be continued for weekly paid employees. He stated that the monthly paid employees are governed by Standing Orders and weekly paid by Mines Act and therefore this discrimination is continuing. He, however, admitted that no steps had been taken to have the Standing Orders amended. The only justification which he could give in his evidence was that this provision of 15 days sick leave on full pay was liable to be abused and the monthly paid employees do abuse it. Despite the abuse he admitted that he has no intention to get the Standing Orders changed. Uniformity in conditions of service is the goal to be achieved in industrial adjudication and the discrimination should not be countenanced. As observed in *Rai Bahadur Diwan Badri Das and Others Vs. Industrial Tribunal, Punjab, and Others* reported in 1962(2) LLJ p. 366 "it is well known that both the industrial legislation and industrial adjudication seek to attain similarity or uniformity of terms of service in the same industry existing in the same region, so far as it may be practicable or possible, without doing injustice or harm to any particular employer or a group of employers". In this case those employees who were to be recruited after a certain date were to get lesser leave prescribed as statutory minimum under Sec. 79 of the Indian Factories Act and those who were recruited before that date were to get 30 days earned leave. Such a discrimination was not permitted. Similarly in this case there is no justification to discriminate between monthly and weekly paid employees. Apart from this, the motive for denying this benefit to weekly paid employees appears to be to save some money rather than the consideration of abuse of the provision. Sri Bhandari admitted that average sickness of weekly paid staff is about 20 days per year. That being so, by having to pay sick leave with full pay it is manifest that the management will be paying more than what would be if required to pay 30 days sick leave on half pay. Be as it may, there is no justification for the management to deny the workmen 15 days sick leave with full pay.

Decision.—The result is that the first part of the reference is answered in negative. The management is not justified in denying 15 days sick leave with full pay to the weekly paid employees. For the second part of the issue under reference regarding relief, it is directed that the option will be with the workmen either to avail 15 days sick leave on full pay or 30 days on half pay in a year and on terms and conditions as stated in paragraph 14. Chapter XIII p. 127 of the Coal Wage Board recommendations subject to the right of accumulation, a recommendation which has not been accepted by the Government. In other respects, the entire recommendations as contained in paragraph 14 shall be applicable. The award shall, however, be prospective as it would be unjust so give any retrospective effect. It shall be enforced from the date of the publication of the award. The Union, M.P. Colliery Workers Federation, will get Rs. 100 as costs of the proceedings from the management.

(Sd.) G. C. AGARWALA,
Presiding Officer.
14-3-1970.

[No. 1/6/68-LR.II.]

S.O. 1588.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company Limited, Post Office Kothagudem and their workmen, which was received by the Central Government on the 3rd April, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal,
Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE NO. 35 OF 1969

BETWEEN:

Workmen of Singareni Collieries Co. Ltd., Kothagudum.

AND

Employers of Singareni Collieries Co. Ltd., Kothagudum.

APPEARANCES:

Workmen remained absent.

Sri M. V. Ramakrishna Rao, Asst. Personnel Officer, Singareni Collieries
Co. Ltd., Kothagudum, for employers.

AWARD

The Government of India in its Ministry of Labour Employment and Rehabilitation (Department of Labour and Employment) had, by order No. 7/23/68-LR11, dated 14th October, 1969, referred this dispute to me for adjudication. The issue as per Schedule annexed to the Notification is this:—

Whether the action of the management of Singareni Collieries Company Limited, Kothagudum, in not granting higher start in the grade of Rs. 205—325 for Graduate clerks employed at the General Manager's office at Kothagudum is justified? If not, to what relief the workmen are entitled?

Actually the ceiling in the scale as mentioned in the issue is Rs. 337. The correct figure is Rs. 325. I have mentioned that figure while extracting the issue as above.

2. The Singareni Collieries Workers Union through its General Secretary is party to the reference. The statement of claims was filed by and under the signature of Mr. M. Komariah, General Secretary, Singareni Collieries Workers Union. The basis of the claim as embodied in the issue in the reference is this. Prior to the recommendations of the Central Wage Board on Coal Mining Industry, it was the recommendations of the Mazumdar Award as modified by the Labour Appellate Tribunal that held the field in respect of wage structure including that in respect of the various grades of clerical staff. As per the Mazumdar Award there were five clerical grades, Grades I, II, III, IV and Special Grade. As per the report of the Wage Board on Coal Mining Industry there are four grades, viz., Grades I, II, and III and Special Grade. In this case we are concerned with Grade II both of the Mazumdar Award and of the report of the Wage Board on Coal Mining Industry. The claimants in this case were in Grade II of the Mazumdar Award, and they are now in Grade II of the report of the Wage Board on Coal Mining Industry. The scale of pay in the former was Rs. 48—100. The scale of pay in the latter is Rs. 205—325. Prior to the implementation of the recommendations of the Wage Board on Coal Mining Industry the management of the Singareni Collieries was paying to graduate clerks two increments extra in the General Manager's office at Kothagudum and four increments extra in the Managing Director's office at Hyderabad and Kothagudum, while starting them in the scale of Rs. 48—100. While implementing the recommendations of the Wage Board on Coal Mining Industry the management did not draw any such distinction between graduate and non-graduate clerks when starting them in the Grade II scale of Rs. 205—325. The claimants in this case are graduate clerks in the General Manager's office at Kothagudum. Their case is that they should continue to draw in the present grade II scale the extra increments they were drawing in the earlier Grade II scale of Rs. 48—100. They want four extra increments in the present scale just as the graduate clerks of the Managing Director's office were drawing formerly in the old Grade II.

3. The management filed counter to say, among others, that the claim cannot be sustained in view of the clerks in Grade II being fitted in the scale of Rs. 205—325. It is stated that it was as a measure of encouragement to them that the graduate clerks were formerly paid extra increments, whether it was two or four, when they were fitted in that old scale of Grade II, viz., Rs. 48—100. It is contended by the management that the claimants cannot now claim extra increments

which if conceded would amount to discrimination between graduate and non-graduate clerks in one and the same grade, viz., Grade II.

4. The case stands posted to this day for enquiry. This morning I received telegram from Mr. Komariah the General Secretary of Singareni Collieries Workers Union Kothagudum, seeking adjournment on the ground that the Union was trying for a settlement with the Management in this case and that the management also has no objection to an adjournment being given. I am not prepared to take notice of the telegram received at the last moment. Mr. M. V. Rama-Krishnarao, Assistant Personnel Officer from Kothagudum, is present. I will proceed to dispose of the case.

5. So far as this dispute is concerned, the claimants do not challenge the action of the management in placing them in the present Grade II, the scale of which is Rs. 205—325. Admittedly, the claimants were in Grade I as per the earlier Mazumdar Award, the scale in which was Rs. 48—100. It is true that in the earlier Grade II the graduate clerks of the General Manager's office at Kothagudum were started with two extra increments, viz., with Rs. 54 basic in the scale of Rs. 48—100. It is also true that graduate clerks employed in the Managing Director's office started with four extra increments, viz., with basic of Rs. 62 in that Grade II scale of Rs. 48—100. Now the claimants want that the same preferential treatment should continue with regard to them in the present Grade-II scale of Rs. 205—325, and, doing so, they want four extra increments to start with. It will be noted that the case of the claimants in this case is not that they were wrongly fitted in the present clerical Grade II or that there should be revision of pay scale in respect of them. What they want is that they should get four additional increments in the present clerical Grade II because they are graduates. The basis of this claim is that they were getting two additional increments while in clerical grade II of the Mazumdar Award, the pay scale in which was Rs. 48—100.

6. Having regard to the limited scope of the enquiry in this dispute I do not agree with the claimants that the extra increments paid to them formerly should be continued in the present clerical Grade II, whether it is two extra increments or four extra increments. The present scale in clerical Grade II is far superior to what it was in the former clerical Grade II. It is now Rs. 205—325. Formerly it was Rs. 48—100 which was poor remuneration for clerical staff in Grade II. Therefore in order to attract graduates the management had offered the inducement of extra increments in the former clerical Grade II in the scale of Rs. 48—100. When there was that inducement, a few graduates came and took jobs in clerical Grade II. As time passed, more and more graduates would be turning up for being appointed as clerks, and in course of time the non-graduate element in the clerical staff might get reduced greatly. Now to say that even in the present clerical Grade II the graduate clerks should be given extra increments would not be tenable because as the non-graduate element in the clerical staff gets diminished more and more, it would amount to claiming an almost wholesale revision of pay scales in the present clerical Grade II. The recommendations of Central Wage Board on Coal Mining Industry do not draw any distinction between graduate and non-graduate clerks. The only distinction is between one clerical grade and another clerical grade with its appurtenant scale of pay. It is significant to note that the case of the claimants, they being graduate clerks, is not that they were discharging duties of a superior order or that they were shouldering higher responsibilities than what pertains to the non-graduate clerks. Therefore for the purpose of the present case I would assume that the nature of the duties done and the nature of the responsibilities undertaken are same for all clerks in clerical Grade II, irrespective of one was a graduate or a non-graduate.

7. Industrial Dispute No. 30 of 1937 is pending before this Tribunal, the parties to it being the management of the Singareni Collieries on the one side and its employees on the other. The issue in it is, among others in respect of revision of wage structure for most categories of employees. The evidence, both documentary and oral, in that dispute would be on a voluminous scale. Already it stands posted for commencement of enquiry. It is difficult to say how long it would take for that dispute to be disposed of. Whatever would be the findings in that case including in respect of revision of wage structure, the present case is in a narrow ambit as I had set out elsewhere. If I may repeat, the claimants in the case on hand do not contend that when they were fitted in the present clerical Grade II they were improperly or wrongly fitted or that the pay scale of Rs. 205—325 was not the proper scale. The only question in this case is whether the claimants are entitled to the additional increments which they were formerly getting while in clerical Grade II of the earlier Mazumdar Award. The payment of

additional increments to graduates, whether two increments or four increments in the clerical grade II of the Mazumdar Award, appears to have been a sort of inducement to graduates to come and seek employment as clerks in the Establishments of the Singareni Collieries Company. The basis of that inducement would not any more be present because the present clerical Grade II scale of Rs. 205—325 is attractive enough to attract graduates. As I said, the present scale is far superior to the former scale. Since it is not shown that graduate clerks in Grade II are doing work superior to that done by the non-graduate clerks or that they are shouldering higher responsibility than done by the non-graduate clerks, now to pay extra increments to the graduate clerks might amount to discrimination between graduate and non-graduate clerks. I have also observed that a time might come when the non-graduate element would stand practically eliminated; and then to say that the graduate clerks should get extra increments would almost amount to a wholesale revision of the incremental scale in clerical Grade II. Whatever would be ultimately the decision in I.D.No. 30/67 in the matter of revision of pay structure, that decision has to be awaited. The limited scope, as pointed by me elsewhere, in the present enquiry being what it is, I am not prepared to accept the claim that the graduate clerks in the General Manager's office be given four extra increments in the prescribed scale of Rs. 205—325 pertaining to the present Grade II scale.

8. Having regard to the facts and circumstances discussed by me in the foregoing paragraphs, my finding in the issue under consideration is that the management was justified in not granting higher start in clerical grade II scale of Rs. 205—325 to graduate clerks in the General Manager's office at Kolhagudium. There is no relief to be granted to the claimants in this regard.

AWARD passed accordingly.

Given under my hand and the seal of the Tribunal, this the 27th day of March, 1970.

(Sd.) MR. NAZMUDDIN, Industrial Tribunal.

[No. 7/23/68/LRII.]

S.O. 1589.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the New Sinidih Colliery of Messrs Baman diha Coal Company Limited, Post Office Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 8th April, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) At DHANBAD

Report of No. 59 of 1969

PRESENT:

Sri Chandra and Sinha, I.A.M.S., Presiding Officer.

PARTIES:

Employers in relation to the New Sinidih Colliery.

vs.

Their workmen

APPEARANCES:

For Employers.—Sri P. K. Bose, Advocate.

For workmen.—NONE Appeared.

INDUSTRY: Coal

STATE: Bihar.

Dhanbad, the 28th March, 1970

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the New Sinidih Colliery of Messrs Baman diha Coal Company Limited, Post Office Kharkharee District Dhanbad and their workmen, by its order No. 2(56)/69-LRII dated the 23rd of August, 1969 referred this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for

adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:—

SCHEDULE

“Whether the management of New Sinidih Colliery of Messrs Bamandiha Coal Company Limited, Post Office Kharkharee, District Dhanbad, was justified in refusing work to Shri Jai Mangal Singh, Overman, with effect from the 16th June, 1968? If not, to what relief is the workman entitled?”

2. The management filed written statement on 31st January, 1970. Their case is that Shri Jai Mangal Singh the concerned workman was engaged by the Manager of the New Sinidih colliery as a Overman on a purely temporary basis. The workman was a temporary employee and as such his services could have been terminated without notice and without assigning any reason whatsoever but since the management had no animosity against the workman the Manager, who was his employing authority, decided to serve a notice upon the workman and issued one months notice dated 30th December, 1967. On the expiry of the period of the notice dated 30th December, 1967 issued to the workman which was duly received by him and having raised no objection against the notice, the period of temporary employment came to an end and the employer employee relation between the management and the workman ceased with effect from the 1st of February, 1968 and Sri Jai Mangal Singh the concerned workman was no longer in the services of the New Sindih Colliery. Therefore, According to the management the services of Sri Jai Mangal Singh, Overman was terminated by the Management of New Sinidih Colliery by notice dated 30th December, 1967 and since the services of Sri Jai Mangal Singh was terminated by a notice dated 30th December, 1967 the question of his stoppage of work from 16th June, 1968 does not arise. Shri Jai Mangal Singh, the concerned workman is therefore, not entitled to receive any relief whatsoever from the employers of the New Sinidih Colliery.

3. The Union did not file written statement nor did they file their own document nor did they appear on 25th March, 1970, the date fixed for hearing. None appeared on behalf of the workman on that date nor any petition from the workman was received praying for adjournment.

4. In this reference, the workman behaved quite in a strange fashion. Despite notices served on Shri S. N. Mishra, General Secretary, Kharkharee-Ganeshpur Labour Union P.O.—Maheshpur, who espoused the case of the workman concerned in the conciliation, they did not file any written statement. None on behalf of the workman appeared before this Tribunal even on the last two dates viz., 31st January, 1970 and 4th March, 1970.

5. In its notice dated the 4th March, 1970, this Tribunal issued the following directive:—

“IN CASE THE WORKMAN FAILED TO SUBMIT THE WRITTEN STATEMENT WITHIN THE STIPULATED PERIOD AND THEY ALSO FAILED TO APPEAR ON THE ABOVE DATE AND TIME (i.e. 25th March, 1970 at 11 A.M.). THE MATTER MAY BE DISPOSED OF AS ‘NO DISPUTE’ SINCE IT WILL BE CONSIDERED THAT THE WORKMEN ARE NOT INTERESTED IN THE PROCEEDING.”

6. In spite of the above directive workman have not appeared nor have taken any step in order to show that they are interested in this proceeding. There is no explanation for this conduct of the workmen, excepting disinterestedness in proceeding with the reference.

7. In this circumstances, I presume that no dispute further exists between the parties and I record a ‘NO DISPUTE’ award between the parties.

8. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,

Presiding Officer.

[No. 2/56/69-LR.II]

S.O. 1590.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Adjai Second Colliery of Messrs Harkrishan Singh Chopra and Brothers (Collieries) Private Limited to Messrs Bengal Coal Company Limited Post Office Dishegarh, District Burdwan and their workmen, which was received by the Central Government on the 7th April, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 74 OF 1969

PARTIES:

Employers in relation to the management of Messrs Bengal Coal Company Limited.

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee—Presiding Officer.

APPEARANCES:

On behalf of Employers.—Mr. P. P. Ginwala, Counsel with Mr. Robin Mitra, Advocate.

On behalf of Workmen.—Mr. Sadhan Gupta, Counsel with Mr. B. Malkhandy, Counsel.

STATE: West Bengal

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/24/69-LBIL dated September 1, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Messrs Bengal Coal Company Limited and their workmen, to this Tribunal, for adjudication, namely:

"In view of the transfer of management of Adjai Second Colliery of Messrs Harkrishan Singh Chopra and Brothers (Collieries) Private Limited to Messrs Bengal Coal Company Limited with effect from the 1st April, 1969, whether the management of Messrs Bengal Coal Company Limited is justified in refusing reemployment of the following workmen from the said date? If not, to what relief are those workmen entitled?"

Sl. No.	Name	Designation
1.	Shri Biren Harijan	S. F. Mining Sardar.
2.	Shri Ramraj Harijan	S. F. Mining Sardar.
3.	Shri Lera	Underground loader.
4.	Shri Ram Charan	Underground loader.
5.	Shri Bhagu	Underground loader.
6.	Shri Sorju	Underground loader.
7.	Shri Ram Bachan	Underground loader.
8.	Shri Ramlal	Underground loader.
9.	Shri Radha Mohan	Underground loader.
10.	Shri Mohit	Underground loader.
11.	Shri Rampat	Underground loader.
12.	Shri Balgobind	Underground loader.
13.	Shri Jagannath Ojha	Machine Mazdoor.
14.	Shri Ram Gobind	Explosive carrier
15.	Shri Bhawani Singh	Pump Driver.
16.	Shri Sati Ram	Dresser.
17.	Shri Sahati Ram	Drill Driver.
18.	Shri Sripath	General Mazdoor.
19.	Shri Chandrika	Looseman.
20.	Shri Raja Ram	Drill Driver.
21.	Shri Sudhir Roy	Fitter Helper.
22.	Shri Amrit Roy	Haulage Driver.
23.	Shri Rajpati	Underground loader."

2. In this reference the trade union of the workmen, namely, Colliery Mazdoor Sabha, exhibited the greatest of lethargy. Notice was served upon the Vice-President of the Colliery Mazdoor Sabha calling upon the union to file written statement within 10 days of the receipt of the notice. The written statement was not filed within the time allowed but there was an application made asking for a month's time to file the written statement. That extension of time was granted with the caution that no further time would be allowed. Even then, the written statement was not filed within the time fixed. A peremptory date of hearing of the reference was fixed for January 12, 1970. Shortly before the peremptory date of hearing, on January 9, 1970, at four in the afternoon, a written statement was left in the office of the Tribunal without any application for acceptance of the written statement by condemning the delay. No copy of the written statement appeared to have been served on the other side. On the peremptory date of hearing, Mr. Ginwala, learned Counsel appearing for the employer, objected to the acceptance of the written statement filed at so late a stage, of which a copy was served upon him in the Court. I rejected the earlier written statement but did not debar the workmen from using any written statement at all. I therefore made the following order, on January 12, 1970:—

- “(a) The trade union of the workmen must file their statement within one week from today with a copy simultaneously sent to Mr. Robin Mitter, Advocate of Supreme Court, who is looking after the reference on behalf of the management. The management will be at liberty to file their statement within two weeks thereafter.
- (b) The trade union must file all their documents along with their statement with a copy of the list of documents served on Mr. Robin Mitter, Advocate.
- (c) The management of Messrs Bengal Coal Company Ltd. must file their documents along with their statement.”

The written statement was again not filed within the date fixed. Thereupon, on February 13, 1970, I made the following Order:

“In this case, in violation of my order dated January 12, 1970, the trade union of the workmen did not file their written statement in time. There is no explanation for the written statement, which was filed much beyond the time on February 9, 1970. I have noticed of late that the Colliery Mazdoor Sabha (AITUC), Raniganj, is the worst defaulter in complying with the orders passed by this Tribunal. They do not deserve any indulgence from this Tribunal. Let this observation be shown to the Vice-President of the Colliery Mazdoor Sabha, who is present before this Tribunal today.

In the instant case, however, I accept the written statement filed too late and allow another fortnight's time to the management to file their written statement.

The case will be taken up for hearing on March 30, 1970.”

3. On the date of peremptory hearing, Mr. Sadhan Gupta, learned counsel for the trade union, asked for further time to enable the trade union to file rejoinder to the written statement filed by the management. I did not think it worthwhile to adjourn the hearing of the reference further, for the following two reasons:—

- (a) The conduct exhibited by the workmen did not entitle them to further adjournment.
- (b) The limited argument presented by Mr. Ginwala did leave little scope for a rejoinder.

4. With this preliminary observation, I turn now to examine the merits of the case. In paragraph 1 of the written statement filed by the workmen it is stated:

“As it is worded in the order of reference, it gives an impression that Adjai Second Colliery was owned by Messrs Harkrishan Singh Chopra and Brothers (Collieries) Private Limited. In fact the colliery was and is still owned by the Employers, Messrs Bengal Coal Company Limited. Messrs Harkrishan Singh Chopra and Brothers (Collieries) Private Limited were appointed by the Employers merely as the raising contractors. The colliery has always been managed under the control and direction of the Employers through their Manager who is an employee of the Employers and has always been responsible to the

Employers and not to the raising contractors. The Manager of the colliery is solely responsible for the management of the colliery under the Mines Act and Regulations. In the circumstances, it will not be correct to assume that the management of the colliery rested with Messrs Harkrishan Singh Chopra and Brothers (Collieries) Private Limited."

In paragraph 2 of the written statement, it is admitted that the raising contract of Messrs Harkrishan Singh Chopra and Brothers (Collieries) Private Limited was terminated by the employers with effect from 1st April 1969 and the employers entered into an agreement on 11th April, 1969 with the raising contractors, whereby the termination of the raising contract was sought to be treated as a transfer of management under Section 25FF of the Industrial Disputes Act, 1947. It was strongly emphasised that such termination of contract should not be treated as transfer of management of an undertaking under Section 25FF of the Industrial Disputes Act. In paragraphs 3 and 4 of the written statement, it is alleged that dis-satisfied with the trade union activities of the 23 workmen, named in the order of reference, "the employers advised the raising contractors that they should get rid of the Union's sway over the workmen before the termination of the contractorship take effect". It is further alleged that the contractor served one month's notice of retrenchment on the 23 concerned workmen on the ground:

"The Management of Adjai Second Colliery is transferred to the New employer, M/s. Bengal Coal Co. Ltd., in relation to the above undertaking i.e. (Adjai Second Colliery) vide Section 25FF of the Industrial Disputes Act, 1947."

In spite of the notice dated 17th February, 1969 the workmen were retrenched by another notice dated 24th February, 1969. In paragraphs 5 and 6 of the said written statement it was alleged:

"5. Whereas the alleged transfer of management was effected on 1st April 1969, allegedly necessitating retrenchment of the concerned workmen on 24th February 1969, the employers made an agreement with the raising contractors on 11th April 1969 on a perverted application of Section 25FF of the Industrial Disputes Act.

6. Whereas 552 workmen, as stated in the notice dated 17th February 1969, were employed in the colliery, the 23 concerned workmen were retrenched in a pick and choose manner."

In paragraph 8 of the written statement it was stated that Section 25FF was not attracted to the facts of the case at all and the retrenchment was not at all made according to law.

5. The employers, namely, the Bengal Coal Company Limited, filed a short written statement. In paragraph 1(a) of the said written statement there was a preliminary objection taken in the following language:

"1(a) The pretended reference in its terms proceeds on the basis that there has been a transfer of management of Adjai Second Colliery from Messrs Harkrishan Singh Chopra and Brothers (Collieries) Private Limited to the company with effect from 1st April, 1969. The said pretended reference further proceeds on the basis that the workmen in respect of whom the alleged dispute has been raised were at all material times the workmen of Messrs Harkrishan Singh Chopra and Brothers (Collieries) Private Limited. In the premises the issue pretendedly referred is not capable of being the subject matter of an industrial dispute within the meaning of the Industrial Disputes Act, 1947"

In paragraphs 1(b) to 1(e) it was alleged:

(i) At the material time Harkrishan Singh Chopra and Brothers (Collieries) Private Limited operated as raising and selling contractor in respect of Adjai Second Colliery of which the company became the owner in 1949.

(ii) The contractor above named employed its own workmen for the purpose of raising and disposing of coal from the said colliery.

(iii) In fulfilment of its statutory obligation under the Mines Act, 1952 the company appointed a Manager to perform the statutory functions of the Manager under the said Act and Regulations thereunder made.

- (iv) With effect from April 1, 1969 the company terminated the appointment of Harkishan Singh Chopra & Brothers (Collieries) Private Limited as contractor. As a result whereof the management of Adjal Second Colliery was transferred from the contractor to the company.
- (v) Some of the workmen employed by Harkishan Singh Chopra were employed by the company after such transfer on the term that their services would continue and would not be interrupted by the transfer and that the terms and conditions of service applicable subsequently to the transfer would not be less favourable than those previously enjoyed by them.
- (vi) The services of the 23 workmen mentioned in the schedule to the order of reference serving under Harkishan Singh Chopra & Brothers (Private) Limited was terminated at the time of the said transfer and they were paid or offered payment of all the amounts legally due under the Industrial Disputes Act. In the premises, the said persons were never the employees of the Company and can have no claim against it.

On the above grounds, it was contended that the written statement of the union disclosed no grounds for grant of any relief to the workmen. In the other paragraphs of the written statement the allegations made in the written statement of the workmen were seriatim denied and disputed. I need not refer to them regard being had to the limited argument advanced on behalf of the employer company by Mr. Ginwala.

6. The two arguments which were advanced by Mr. Ginwala in order to defeat the claim of the workmen were:

- (a) It is not open to a Tribunal to proceed on a basis different from what was indicated in the order of reference and since the order of reference in the present case proceeded on the basis that there has been a transfer of management of Adjal Second Colliery of Messrs Harkishan Singh Chopra & Brothers (Collieries) Private Limited to Messrs Bengal Coal Company Limited, with effect from 1st April, 1969, the Tribunal must accept that basis and must proceed thereon and must not proceed on the basis that what was done did not amount to a transfer of management. In support of his argument he relied upon the Supreme Court decision in *Delhi Cloth & General Mills Company Limited vs. their workmen* (1967) 1 LLJ 423.
- (b) If there was a transfer, there can be no claim against the transferee but all claims must be made against the transferor. In support of the second argument he relied upon another Supreme Court decision in *Anakapalla Cooperative Agricultural and Industrial Society vs. its workmen* (1962) 11 LLJ 621.

7. I now proceed to examine the two arguments of Mr. Ginwala one by one. The order of reference I have hereinbefore quoted. The language used in the order is not very artistic but is not untrue. It appears from Ext. 1, the contract between Harkishan Singh Chopra & Brothers (Private) Limited and Bengal Coal Company Limited for five years from July 1, 1958, as follows:

- "1. With effect from 1st July 1958 you are appointed as Contractors for raising coal from the Rana Seam of coal only within the said area and for delivering the output to the Company screened or unscreened or manufactured into soft and hard coke as required by the Company and loaded into wagons or lorries at the colliery.
- 2. The contract will in the first instance remain in force for a period of five years with effect from 1st July, 1958 provided that such contract may be terminated at any time within the said period on two months' notice being given by either side of its desire to terminate the contract.**
- 3. The right title and interest of the colliery will continue to vest entirely as at present in the Bengal Coal Company Ltd., and similarly the right title and interest in all machinery, dhowrahs, bungalows, staff quarters, siding, tramways, lands and other properties belonging to the Bengal Coal Co. Ltd., as detailed in the attached list will continue to vest in that company subject to the proviso that such of the afore-said items as we have control over and do not require for our own

purpose shall be placed at your disposal if required by you during the period of this contract and you will be responsible for the cost of all maintenance thereto and renewals thereof.***

4. You will pay all expenditure during the period of this contract on account of coal getting, general mining, Supervision, Sandstowing, if any, surface tramming and unloading, despatching, general surface, machine maintenance, recruiting, establishments, Workmen's Compensation, insurance, Coal Mines Bonus, Leave, Sick and Maternity Pay, Stores, Charges general and any other revenue expenditure in relation to the said colliery. (Underlined by me for emphasis).
5. You will be responsible for the collection of Provident Fund subscriptions and for the proper accounting and disposal of employees and employer's subscriptions and contributions thereto and for generally deserving and complying with all such Central and State Government orders as may be in force from time to time as regards basic wages, dearness allowances, overtime, sick-khoraki and all other allowances and amenities due to the employees.
6. You will be solely liable for the payment of any retrenchment benefits or other sums which may become payable to such employees as a result of Conciliation proceedings or Industrial Tribunal Awards and for the fulfilment of any other legal obligations governing the relations between the employer and labour. *All such workmen will be deemed to have been employed by you and not by this Company and you will be deemed to be the 'Employer' within the meaning of Section (2) of the Payment of Wages Act.* (Underlined by me for emphasis).
7. * * * *
8. We shall remain responsible for the payment of all rents and royalties in respect of the lands comprised in the said colliery, union board tax, mines board of health cesses, road cesses, education cesses or raising and despatches and any other charges of a like nature which may now be payable or which may hereafter become payable in relation to the raisings and despatches from the said colliery but we shall recover all such of the above as are actually payable in respect of the period of this contract from payments made to you as provided in clause 15(a) of this contract.
9. We shall appoint a Manager for the colliery with your concurrence and such Manager will appoint an adequate and capable staff to the satisfaction and with the approval of our Chief Mining Engineer and with your approval. *The Manager will be responsible to us under the Indian Mines Act and any other relevant legislation as 'Owners' and the staff shall be responsible to him under the said Act and any other relevant legislation for the due performance and fulfilment of their duties,* the cost of such staff appointed by the Manager being paid by you. The total emoluments of the Manager including his bonus, employers' provident fund contributions, any other contributions to the Company's superannuation fund or to any other such fund, personal accident insurance premium and such medical expenses in respect of treatment for the Manager and his family and other expenses as are now borne by the Company will be paid by you and you will provide at your cost such guards, garden mazdoors or water carriers as are provided for him. (Underlined by me for emphasis).
12. You will maintain the colliery and conduct your work in accordance with the requirements of the Mines Act and all other relevant legislation to the satisfaction of our inspecting staff. * * *
13. You will be responsible for the provision and maintenance of all such housing, sanitation, water supply, lighting of labour quarters, hospitals medical and conservancy facilities as may be required by the Coal Mines Welfare Commissioner, Mines Board of Health, Chief Inspector of Mines or any other statutory authority including all additional capital expenditure incurred during the currency of this contract. * * *
20. You will be required to raise and despatch a minimum of 30,000 tons of coal in each half year ending June and December and in the event

of your failing to achieve this minimum output the Company reserves the right to terminate the contract provided that shall you fail to maintain the said minimum output of 30,000 tons per half year as a result of circumstances over which in the opinion of our Chief Mining Engineer you had no control the contract shall not thereby terminated."

It further appears from Ext. 4, letter exchanged between Bengal Coal Company Limited and Harkishan Singh Chopra & Brothers (Collieries) Private Limited, dated 14th April 1966, that Ext. 1 must have been renewed for a period and was confirmed. It also appears from Ext. 2 that the contract between Harkishan Singh Chopra and Brothers (Collieries) Private Limited and Messrs Bengal Coal Company Limited came to an end by termination of the contract, which was described as "transfer of management", as a result of which the following terms of settlement (Ext. 2) were agreed upon:

- "1. It is agreed that Messrs Harkishan Singh Chopra & Bros. (Collieries) Private Ltd., will be responsible for payment of gr. bonus, profit sharing bonus, leave wages, Rly. fares, Provident Fund and unpaid wages upto 31st March, 1969, due to their employees of Adjal Second Colliery, prior to 1st April, 1969.
2. It is agreed that Messrs Bengal Coal Co. Ltd., will not be responsible for payment of Gr. bonus, Profit Sharing bonus, Leave wages, Rly. fare, Provident Fund and unpaid wages due to their employees of Adjal Second Colliery prior to 1st April, 1969.
3. It is further agreed that the employees of Adjal II Colliery whose names appear in the Annexure have been employed by M/s. Bengal Coal Company Limited with effect from 1st April, 1969. The terms and conditions of their service will be regulated according to the provisions of Section 25FF of the Industrial Disputes Act which are as follows:
 - (a) The service of these employees will not be interrupted by the transfer.
 - (b) The terms and conditions of service applicable to the employees before the transfer will not be in any way less favourable to the employees after the transfer.
 - (c) M/s. Bengal Coal Company Limited will be legally liable to pay to these employees, in the event of retrenchment compensation on the basis that their services have been continuous and have not been interrupted by the transfer," (Underlined by me for emphasis).

The list referred to in paragraph 3 of the terms includes names of 272 workmen, excluding the 23 workmen, included in the Schedule to the present order of Reference.

8. Mr. Sadhan Gupta, learned Counsel for the workmen, strongly urged that the management was always in the hands of Bengal Coal Company Limited, in spite of appointment of the contractor, and the termination of the contract could not result in a transfer of management. The reason why he advanced this argument was grounded on clause (g) of Ext. 1 by which Bengal Coal Company reserved the right to appoint a manager of the colliery. I do not find much force in this argument. The Mines Act, 1952 contains a definition of the word 'owner' namely:

- "2(1) 'owner', when used in relation to a mine, means any person who is the immediate proprietor or lessee or occupier of the mine or of any part thereof and in the case of a mine the business whereof is being carried on by a liquidator or receiver, such liquidator or receiver (and in the case of mine owned by a company, the business whereof is being carried on by a managing agent, such managing agent) but does not include a person who merely receives a royalty, rent or fine to any lease, grant or licence for the working thereof, or is merely the owner of the soil and not interested in the minerals of the mine; but any contractor for the working of a mine or any part thereof shall be subject to this Act in like manner as if he were an owner, but not so as to exempt the owner from any liability;"

Section 17 of the Act provides of appointment of a Manager in the following language:

"17. Save as may be otherwise prescribed every mine shall be under one manager who shall have the prescribed qualifications and shall be responsible for the control management, supervision and direction of the mine, and the owner or agent of every mine shall appoint himself or some other person, having such qualifications, to be such manager."

Section 2(h) of the Act further provides:

"2(h) a person is said to be "employed" in a mine: who works under appointment by or with the knowledge of the manager, whether for wages or not, in any mining operation, or in cleaning or oiling any part of any machinery used in or about the mine, or in any other kind of work whatsoever incidental to, or connected with, mining operations;"

In regulation 36 of the Coal Mines Regulation, it is provided:

"36. (1)(a) The owner, agent or manager shall appoint such number of competent persons, including officials and technicians as is sufficient to secure, during each of the working shifts—

- (i) adequate inspection of the mine and the equipment thereof;
- (ii) a thorough supervision of all operations in the mine;
- (iii) the installation, running and maintenance, in safe working order, of all machinery in the mine; and
- (iv) the enforcement of the requirements of the Act and these regulations.

(b) * * * * *

(2) It shall be the responsibility of the manager to see that the persons so appointed are competent to perform the duties assigned to them. No person shall be appointed unless he is paid by the owner or agent and is answerable to the manager.

(3) Copies of all appointments made under sub-regulation (1) shall be entered in a bound-paged book kept for the purpose. A list of all such competent persons shall also be maintained."

Thus, even if the management of the colliery had been contracted out by the Bengal Coal Company to Harkishan Singh Chopra & Brothers (Collieries) Private Limited, even then, Mr. Ginzala argued, Bengal Coal Company Ltd., was bound under the Mines Act to appoint a manager and to perform the statutory obligations under the Mines Act. Those obligations could not be contracted out. Further, as appears from Regulation 36, the manager's power of appointment is delimited to certain classes of staff and not to all classes of staff and the nature of employees with whom I am concerned in this reference are not the kind of staff to be employed by a manager of a coal mine. I do not therefore think there is any substance in the argument advanced by Mr. Gupta. Faced with this difficulty, Mr. Gupta argued that the employees were not employees of Harkishan Singh Chopra and Brothers (Collieries) Private Limited but employees of Bengal Coal Company Ltd. This contention is demolished by the language used in clause (3) of Ex. 2 and the admission contained in the workmen's own documents, namely, Ext. L and L(1) (both couched in the same language)—written by the Vice-President of the Colliery Mazdoor Sabha to the Assistant Labour Commissioner from which I quote below the relevant portion:

"While retrenching the 22 workers, and in course of last discussions that were held in your office, it has been revealed that the present employers, Harkishan Singh Chopra Bros. (P) Ltd., has retrenched the concerned workers only because the Bengal Coal Co. Ltd. is coming as an incoming employer on and from 1st April 1969. Therefore, you are requested to make the Bengal Coal Co. Ltd. as a party in the dispute on behalf of the management and their local Head Office should be directed to please come in the next meeting with a complaint of the Union forwarded to them." (Underlined by me for emphasis).

Mr. Gupta lastly took up the stand that construing contract, Exts. 1, 2, 3 and 4, as a whole it will appear there was no transfer of management of the colliery in the real sense of the term and that the Tribunal should not be misguided by the tenuous language of the order of reference but should try to find out what was the real

state of affairs. In support of this contention he relied upon certain observations of the Supreme Court in *Express Newspaper and their workmen* (1962) II LJ 227. What happened in that case was as hereinafter indicated. The two items of dispute specified in the order of reference were:

- (i) Whether the transfer of the publication of Andhra Prabha and Andhra Prabha illustrated Weekly to Andhra Prabha (Private) Ltd. in Vijayawada is justified and to what relief the workers and the working journalists are entitled?
- (ii) Whether the strike of the workers and working journalists from 27 April 1959, and the consequent lockout by the management of the Express Newspapers (Private) Ltd. are justified and to what relief the workers and the working journalists are entitled?

On the same day, the Government of Madras issued another order under S.10(3) of the Act prohibiting the continuance of the strike and the lockout in the appellant concern. Against this latter order, the appellant filed a writ petition before the High Court and the workmen also filed a petition against the order by which the dispute was referred to an Industrial Tribunal for adjudication. In regard to the second petition the High Court held on the merits that what the appellant had done did not amount to a lockout but closure and so the substantial part of the dispute between the parties did not amount to an industrial dispute at all. In the result the High Court allowed the application of the company in part and directed the Tribunal to deal with the second part of two questions framed by the impugned reference. There was some modification in the order by a Division Bench. The matter then came up before the Supreme Court. It was held by the Supreme Court that the High Court could entertain the appellant's petition even at the initial stage of the proceedings before the Industrial Tribunal. In *Delhi Cloth and General Mills case* (supra) their Lordships of the Supreme Court distinguished this decision with the following observations:

"This decision has been referred to by the tribunal as giving it jurisdiction to examine the question as to whether there was a strike at all. Both sides have referred to this decision in support of their respective contentions. According to the respondents, the fact that the tribunal could go into the question as to whether there was a lockout or a closure went to show that the tribunal's jurisdiction was not limited because of the use of the word 'lockout' in issue (2) so that the tribunal was precluded from examining the question as to whether there was a lockout at all while according to the appellant it was because the tribunal had always to consider whether the issue referred was an industrial dispute that the tribunal had to scrutinise whether the cessation of business of the company was due to a lockout which it was competent to adjudicate upon or whether it was due to a closure which was not an industrial dispute at all.

In our opinion, there was enough material on the record in that case to show that the company had been trying for some time past to transfer its business elsewhere and the action of the appellant which followed the strike on 27 April 1959 was in fact a closure and not a lockout. The facts of that case were very special and the decision must be limited to those special facts."

In the instance case the facts are not such that I should ignore the transfer of business story and myself try to find out the real fact. I have hereinbefore recited the relevant parts from the relevant documents. They all go to show that the business transferred to Harikishan Singh Chopra and Brothers (Collieries) Private Ltd., stood retransferred to the "owners" by termination of the management contract. If that be described as "transfer of business", I am not prepared to say that the description was necessarily a misdescription. That decision being out of way, I am bound by the law laid down by the Supreme Court, in *Delhi Cloth and General Mills case* (supra), namely:

"that while it is open to the appropriate Government to refer the dispute or any matter appearing to be connected therewith for adjudication, the tribunal must confine its adjudication to the points of dispute referred and matters incidental thereto. In other words, the tribunal is not free to enlarge the scope of the dispute referred to it but must confine its attention to the points specifically mentioned and anything which is incidental thereto. The word 'incidental' means according to Webster's New World Dictionary:

"happening or likely to happen as a result of or in connection with something more important; being an incident; casual; hence, secondary or minor, but usually associated."

'Something incidental to a dispute' must therefore mean something happening as a result of or in connexion with the dispute or associated with the dispute. The dispute is the fundamental thing while something incidental thereto is an adjunct to it. Something incidental, therefore, cannot cut the root of the main thing to which it is an adjunct."

I have, therefore, to proceed on the basis that there was a transfer of management on the two-fold grounds, (a) that on the language of the reference I must proceed on that basis and (b) the contracts show that there was at one stage such a transfer of management by Bengal Coal Company Ltd. to Harikishan Singh Chopra and Brothers (Collieries) Private Limited. This was so in spite of the fact that the Bengal Coal Company Ltd. could appoint a manager, while Harkishan Singh Chopra and Brothers (Collieries) Private Limited was acting as the managing contractor.

9. Now, if there was a transfer then the law is clear that the claim of the workmen must be limited to the transferor and not to the transferee. This law is to be found in the Supreme Court decision *Anakapalla Co-operative Agricultural and Industrial Society and its workmen* (1962) II LLJ, 621 at 629 in the following language:

"In other words, the section provides that though termination of services on transfer may not be retrenchment, the workmen concerned are entitled to compensation as if the said termination was retrenchment. This provision has been made for the purpose of calculating the amount of compensation payable to such workmen; rather than provide for the measure of compensation over again, S. 25FF makes a reference to S. 25F for that limited purpose, and therefore, in all cases to which Section 25FF applies the only claim for compensation which the employees of the transferred concern can legitimately make is a claim for compensation against their employers. No claim can be made against the transferee of the said concern."

10. This being the position in law no claim is entertainable against Bengal Coal Company Limited. In my opinion, both the points of law urged by Mr. Glnwala should succeed and if they succeed the order of reference must be answered in the following manner:

"In view of the transfer of the management of Adjai Second Colliery of Messrs Harkishan Singh Chopra and Brothers (Collieries) Private Limited to Messrs Bengal Coal Company Limited with effect from 1st April 1969, the management of Messrs Bengal Coal Company Limited was justified in refusing re-employment of the workmen named in the Order of Reference from the said date and as such the workmen are not entitled to any relief against Bengal Coal Company Limited."

11. This being my view, I need not go into the merits of the case and find out whether the retrenchment was done in accordance with law that is to say whether the rule of 'last come first go' was observed by Harkishan Singh Chopra and Brothers (Collieries) Private Limited. Nothing contained in this award shall debar the workmen from any rights that they may have against Harikishan Singh Chopra and Brothers (Collieries) Private Limited.

This is my award.

Dated, March 31, 1970.

(Sd.) B. N. BANERJEE,
Presiding Officer.

[No. 6/24/69-LR.II].

S.O. 1591.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bhanora Colliery, Post Office Charanpur, District Burdwan and their workmen, which was received by the Central Government on the 8th April, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 96 OF 1969

PARTIES:

Employers in relation to the management of Bhanora Colliery.

AND

Their Workmen.

PRESENT:

Mr. B. N. Banerjee—*Presiding Officer*.

APPEARANCES:

On behalf of Employers: Shri A. K. Tarafdar, *Labour Officer*.On behalf of Workmen: Shri Raj Deo Singh, *General Secretary*, Khan Mazdo. Sangh.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/58/69-LRII, dated October 29, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation. (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Bhanora Colliery and their workmen, to this Tribunal, for adjudication, namely:

"Keeping in view the duties performed by Shri Siodhan Singh, Line Mazdoor of Bhanora colliery, Post Office Charanpur, District Burdwan, whether the management of the said Colliery was properly designated and placed him in the appropriate category in accordance with the recommendations of the Wage Board for Coal Mining Industry? If not, to what relief is the workman entitled to and from what date?"

2. The case pleaded by the union of the workman, namely, Khan Mazdoor Sangh, is as hereinafter indicated. The concerned workman was working as a line mistry since 1961 but was never paid his category wages. He approached the colliery manager several times with this grievance but every time he was asked to wait on lame excuses. At last, the workman raised a dispute on this grievance before the Assistant Labour Commissioner, Asansol, who enquired into the matter and submitted a report stating that the concerned workman had been working as a line mistry for several years but the management was depriving him of his legitimate wages. Thereafter, the management stopped him from working as a line mistry and placed him to work as a line mazdoor with effect from July 31, 1969. This action was according to the trade union vindictive and amounted to unfair labour practice.

3. The management also filed a written statement. In paragraph 4 of the said written statement it was stated:

"...that the workman is working as a permanent Line Mazdoor and not as Line Mistry as claimed in the said paragraph and that on some occasions arising out of leave, sickness and absenteeism of the Line Mistries, the workman has been asked to do the job of a Line Mistry and for such job done he has been paid the acting allowance of Line Mistry."

With reference to the enquiry made by the Labour Department, it was stated in paragraph 7:

"...Employers state that they are only aware of an enquiry as stated in the said paragraph and if there is any finding as claimed, it is not known to them and the Employers deny the same."

In paragraph 8 of the written statement it was alleged:

"...that there was occasion for the management to press the workman to work as a Line Mazdoor which job he has all along been performing and the Employers deny that there has been any vindictiveness or unfair practice to harass the workman for taking up his case through the Union."

4. The trade union examined three witnesses. The first witness was the concerned workman himself. In his evidence he stated:

"My first appointment was as a line mazdoor. In 1961 I was promoted and since then have been working as a line mistry. I did not receive any letter of appointment when I was asked to work as line mistry. Although I was working as a line mistry, I was receiving the wages of a line mazdoor."

He made it perfectly clear in his evidence that throughout he was receiving the wages of a line mistry and never anything above that. He explained the reason why he tolerated the injustice so long in the following language:

"I did not raise any dispute earlier because the manager had assured me that whenever a vacancy will appear I would be made a line mistry. Relying upon the assurance I stayed quietly. I now find that others have been promoted as line mistry but I am not receiving such salaries as assured by the management. Therefore, I raise the dispute now."

The second witness was one Genda Singh, a Mining Sirdar, who supported the version of the concerned workman that he was working as a line mistry. So also did the third witness, Gulu Pasman, a shot firing mazdoor.

5. The report made by the Labour Enforcement Officer, dated July 17, 1969, referred to in paragraph 4 of the written statement of the trade union, is Ext. A and reads as follows:

"I made an enquiry into the matter on 7th July 1969 and came to the conclusion that Sri Shodhani Singh is designated as Line Mazdoor but works as Line Mistry for the last 2-3 years in II or III shifts No. I Pit. As other line Mistries he performs that duty independently and is provided with a Coolie also as is being done in case of other Mistries e.g. Bhupen Paswan in pit no. 1 and S/Shri Kalidas Manmatha and Bhagwat.

I may add here that 3 Line Mistries S/Shri Berasi Singh, Jumal and Bhola had resigned since long but their vacancies have not so far been filled up and the work being done by them is now completed by the present Mistries including Sri S. Singh."

6. This is the totality of the evidence on which the trade union of the workman relied in support of the case that the concerned workman was working as a line mistry but was being denied his proper designation and pay.

7. The management relied upon the service card, Ext. 1, in which, in the space meant for designation, he was described as a line mazdoor. This service card is not the original service card of the concerned workman. The workman was appointed in 1953 and the service card, Ext. 1, was prepared sometimes in 1967. In my opinion this service card does not advance the matter. It is no doubt true that the concerned workman joined Bhanora colliery originally as a line mazdoor. That is admitted by the workman himself. Sometimes thereafter, he was asked to do the work of line mistry. According to the Labour Enforcement Officer's report (Ext. A) that may have taken place two or three years ago from July 1969, that is to say in the year 1966 or 1967. It may just be that after the preparation of service card Ext. 1, the concerned workman became a line mistry. If that was so the description of the workman as a line mazdoor in the service card, Ext. 1, will not demolish the case of the workman.

8. Unfortunately the management did not examine any witness. The case pleaded in the written statement, namely, that "on some occasions arising out leave, sickness and absenteeism of line mistries, the workman had been asked to do the work of line mistry and for such job he has been paid the acting allowance of line mistry" remains a plea only not proved by evidence.

9. Mr. Tarafdar, Labour Officer appearing for the management, strongly relied upon Ext. 2 and 2(a) and contended that those two exhibits, which were marked by consent, proved the case of the management. Now, both these exhibits are payment sheets of Equitable Coal Company Ltd. Ext. 2 is the payment sheet for the week ended October 14, 1967. Therein, under the column "others" a sum of 64 paise stands entered. Mr. Tarafdar argued that this amount represented the extra payment that the workman became entitled to for officiating as a line mistry. He contrasted Ext. 2 to Ext. 2(a) the later a pay sheet for the week ended January 20, 1968, in which under the column "others" nothing stood entered. He contended that nothing was entered under the column because at that stage the concerned

workman was not officiating as a line mistry. It is difficult to read the two exhibits in the light in which Mr. Tarafdar wants me to read and that is particularly so in the absence of further evidence. It may just be that the workman became entitled to some extra payment under Ext. 2 for overtime work done. I do not know. I am therefore not impressed with the argument advanced by Mr. Tarafdar and I am not prepared to accept the case pleaded by the management.

10. But even then the workman is not out of his difficulties. Even if I assume that he did work for a time as line mistry, there is nothing to show that he was made permanent in that position. By merely officiating in such position, he did not acquire the right to become permanent in that position. It has not been proved before me that in the Standing Orders of the company, there is any provision to the effect that by officiating in a temporary vacancy for a given period a man becomes entitled to become permanent. If that is the position, then the concerned workman, who has now been sent back to his original post, namely, that of line mazdoor and is receiving the pay and emoluments due in that position cannot claim promotion as of right. It is not the dispute that the workman was deprived of his pay and emoluments during the period that he officiated as line mistry. In that event, I might have made an award for payment of such arrears of wages in favour of the workman. Here the reference proceeds on the basis as if the concerned workman was working as a line mistry and is being deprived of his proper designation and emoluments. According to the admitted position, the workman at the material time was working as a line mazdoor. I cannot compel the management to promote him unless of course he is being unfairly dealt with in the matter of promotion, which I suspect is the position. If that be so, it must form the subject matter of a separate industrial dispute.

11. On materials before me, I hold that at the material time the concerned workman was performing the duties of a line mazdoor and that the management of Bhanora Colliery had properly designated and placed him in proper category in accordance with the recommendations of the Wage Board for Coal Mining Industry. That being the position the workman is not entitled to any relief at all.

This is my award.

Dated, March 31, 1970.

(Sd.) B. N. BANERJEE,

Presiding Officer.

[No. 6/58/69-LR.II.]

S.O. 1592.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of Malkera Choitudih Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora, District Dhanbad and their workmen, which was received by the Central Government on the 10th April, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. 1), DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 46 OF 1968

PARTIES

Employers in relation to the Malkera Choitudih Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora, District Dhanbad.

AND

Their workmen.

PRESENT:

Shri Ram Asray Misra, Presiding Officer.

APPEARANCES:

For the Employers—Shri S. S. Mukherjee, Advocate with Shri L. H. Parvatiyar, Legal Assistant.

For the Workman—Shri D. Narsingh, Advocate with Shri B. N. Sharma, President of the Union.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 2nd April 1970

AWARD

The industrial dispute, which is the subject matter of this reference, is between the employers of Malkera Choitudih Colliery, of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora, District Dhanbad, and one of their workman, Shri A. H. Khan, who is represented by the Congress Mazdoor Sangh, Bihar, of which he is a member. Since the conciliation proceedings, which were held before the Asstt. Labour Commissioner (Central), Dhanbad-I, failed to resolve it, the Central Government has, by its Order No. 2/70-68-LRII dated the 13th June, 1968, referred it for adjudication to this Tribunal in accordance with clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947). The precise matter on which the Tribunal is called upon to give its award appears from the schedule, quoted below which is incorporated in the order of reference.

SCHEDULE

"Whether the dismissal of Shri A. H. Khan, Clerk Grade II, with effect from the 8th October, 1967, by the management of Malkera Choitudih Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora, District Dhanbad was justified? If not, to what relief is the workmen entitled?"

2. In response to the usual notice, the parties filed their written statements before my learned predecessor. Some evidence was also recorded by him, but before the proceedings could conclude, his term of appointment terminated and thus the case has come to my file. The remaining evidence has been recorded by me.

3. The relevant facts about which there is no dispute between the parties are that Shri A. H. Khan was a IInd Grade Clerk in the Malkera Choitudih Colliery of M/s. Tata Iron and Steel Company Limited. On 21st July 1966 the cashier of the colliery gave him Rs. 362.23 paise for payment as Variable Dearness Allowance to 76 workmen of a contractor named S. D. Tewari, who had worked for the colliery. At the end of the day Shri Khan returned the payment-sheet showing payment to 57 out of the 76 workmen and deposited the balance due to the remaining 19 to the cashier because they were not present and could not be paid. Some months thereafter on an anonymous information received by the management of the colliery Shri Khan was chargesheeted that he had defrauded the colliery by showing false payment to 13 namely, (1) Shri Suleiman Mian, (2) Kista P. Thakur, (3) Md. Hakim, (4) Sewa Mahato, (5) Dharmdeo Turi, (6) Gani Mian, (7) Ranlal Rabidas, (8) Jagdish, (9) Kishun Hazam, (10) Chandrika Ram, (11) Sitaram, (12) Motilal and (13) Ramdeo Noonia out of the 57 workmen to whom he claimed to have paid variable Dearness Allowance on 21st July, 1966. The accusation against him was that he did not pay any amount to any one of the 13 workmen named above but showed false payment against their names in the payment sheet Ext. M-9 by obtaining the thumb impression of one and the same person against the names of all of them. Shri Khan was duly served with the above chargesheet. An enquiry was then conducted into the charge by Shri J. Lal, an Officer of the colliery against him, who found it proved against Shri Khan and as a result thereof the management dismissed him from service.

4. In the written statement which has been filed by the Congress Mazdoor Sangh, Bihar, on behalf of Shri Khan, the charge levelled against him has been characterised as baseless and his dismissal which was based on the findings of the domestic enquiry is challenged as unjust and a measure of victimisation. On the other hand the employers have supported their stand and maintained that the misconduct of Shri Khan was fully established and the findings reached by Shri J. Lal are fully supported by evidence and the dismissal order passed against him was proper and just.

5. From what has been stated above the controversy has, thus, been narrowed down to the simple question as to whether no payment was made to the 13 workmen named above of Shri S. D. Tewari, Contractor, out of the money which was entrusted to Shri Khan on 21st July, 1966 and whether the thumb impressions A to M against their names on the payment sheet Ext. M-9 are of one and the same person.

6. Before the Tribunal, the employer company has examined two witnesses namely Shri J. K. Chakravarty, an expert of the Finger Print Bureau of West Ben-

gal as M.W. 1 and Shri J. Lall, M.W.2, and has produced 21 documents in support of its case. Shri Chakravarty has tried to prove that all the thumb impressions marked A to M, which find place in the payment sheet Ext. M-9 against the names of the 13 workmen named above are of one and the same person. Shri J. Lall has proved the record of his enquiry Exts. M16 and M20 and has supported the correctness of his finding of misconduct against Shri Khan. Ext. M16 contains the statements of the witnesses examined by Shri Lall and Ext. M20 is the report incorporating his findings.

7. In defence Shri Khan has examined himself as W.W.1 and has refuted the allegation that the 13 workmen concerned were not paid their dues and that the thumb impressions A to M on the payment sheet Ext. M-9 are of one and the same person. According to him, like the other workmen, those 13 were also identified by Shri S. D. Tewari, Contractor and each one was paid his dues. He has further stated that at the time of receiving the money from the cashier he had asked Shri J. N. Roy, the Acting Cashier, as to how he would know the correct intended payee, whereupon Shri Roy had told him to make the payment on the identification of Shri S. D. Tewari and he acted according to the instructions given by Shri Roy. Shri Mohammed Hanif, W.W.2 is an Advocate Finger Print Expert. In his evidence he has tried to contradict the opinion of Shri Chakravarty, M.W.1 that the thumb impressions A to M are of one and the same person. According to him three of the thumb impressions namely, E, F and L are faint and blurred and cannot be deciphered but the remaining 10 are clear and they are not one of the same person but of different thumbs.

8. Shri Mukherjee, Counsel for employers, has advanced a preliminary argument that the domestic enquiry, which was held by Shri J. Lall against Shri Khan, was conducted in a fair and just manner after due notice and in the presence of Shri Khan. He was allowed full opportunity to cross-examine the witnesses and to defend himself and since no contravention of the principles of natural justice in the enquiry is pointed out, the Tribunal is bound to accept its findings and must not substitute its own findings for them. The argument, in my opinion, ignores the principle laid down by the Supreme Court in 1969 (II) L.L.J. 377 (Central Bank of India Ltd., New Delhi and Prakash Chand Jain) that there may be cases in which, though the domestic enquiry is conducted in a fair and just manner, the Tribunal can interfere with its findings. Those are the cases in which, in the opinion of the Tribunal, the findings are perverse or unreasonable. In that case it has been observed:

"Rejecting the contention of the counsel for the appellant-bank that the tribunal, in refusing to accord approval and in disregarding the findings recorded by the enquiry officer, exceeded its jurisdiction conferred by S.33(2)(b) of the Act and the tribunal having once held that the enquiry was fair, it had no jurisdiction to go into the correctness of the findings of the enquiry officer as an appellate Court, held that the Tribunal can disregard the findings given by the enquiry officer in an application under S.33(2)(b) of the Industrial Disputes Act only if the findings are perverse. The test of perversity is that the findings may not be supported by legal evidence. Yet another case of perversity is that when the findings are such which no reasonable person could have arrived at on the basis of the materials before him."

9. The above decision of the Supreme Court was no doubt in a case under section 33(2)(b) of the Industrial Disputes Act but the principle laid down therein would, in my opinion, equally apply to a case like the present one also.

10. In the case before me I am unable to accept the findings recorded by Shri J. Lall because I am convinced that they are perverse as well as unreasonable. They are perverse because they are not based on any legal evidence and they are unreasonable because on the state of record before him, no reasonable person could have come to an inference of guilt against Shri Khan.

11. I now proceed to give my reasons for the above conclusion.

12. On reading the statement of Shri J. Lall, M.W.2 and the record of his enquiry i.e. Exts. M16 to M20, I find that, besides documentary evidence, of which the most important was the paymentsheet Ext. M9, ten witnesses namely, (1) I. D. Dubey, Manager, (2) P. D. Sinha, Welfare Officer, (3) Sri J. N. Roy, Bill Section Incharge, (4) Sri A. K. Chatterjee, Cashier (5) Sri P. K. Goswami, Grade II Clerk, (6) Sri S. D. Tewari, Contractor, (7) Sri P. K. Gupta, Acting Officer Incharge Colliery Accounts, (8) Sri P.S. Ramasheshan, Administrative Officer, Sijua Group, (9) Sri Hari Kishna Akhourl, Welfare Officer, and (10) Sri B. S. Rao,

A.C.M.F., Sijua Group (though erroneously in his report Ext. M20 Shri Lall has mentioned only 7 and has omitted to mention the names of Shri J. N. Roy, Shri A. K. Chatterjee, Cashier, Sri P. K. Goswami, Grade II Clerk) were examined on behalf of the management to prove Shri Khan's misconduct. It is note-worthy that not one out of the 13 workmen, in respect of whom the false payment is alleged to have been shown, was produced before Shri Lall to state that he or any one else out of them was not paid his dues on 21st July 1966 by Shri Khan. Equally no witness has come forward to say that he was present at the time of the disbursement of the money to the 57 workmen concerned who are said to have received payment on that date and that any one out of the 13 workmen against whose names the thumb impressions A to M exist was not paid. There was also no direct evidence before Shri Lall to prove that any one person alone had put all the 13 thumb impressions A to M on Ext. M9 in his presence. Lastly, no circumstantial evidence was also placed before Shri Lall to make out that the 13 workmen concerned were not paid by Shri Khan and the thumb impressions A to M were affixed on Ext. M9 by one and the same person. It appears that Shri Lall chose to hold Shri Khan's misconduct proved only on the statements of three officers of the colliery, namely Shri P. K. Gupta, Sri P. S. Ramaseshan and Sri B. S. Rao, who stated that it looked to them that all the thumb impressions A to M were of one and the same person or of two persons because all the remaining witnesses except Shri S. D. Tewari to whom I will refer hereinafter deposed either about formal matters or about facts which are admitted. Admittedly none of the above three officers claimed to be a Finger Print Expert and their statements in this respect were no better than that of laymen. Even accepting that the Evidence Act would not strictly apply to proceedings in a domestic enquiry or before a Tribunal, in my opinion, it would be a travesty of justice to base a finding of guilt against any person on the opinion of a laymen regarding expert matters. In fact Shri Lall himself felt this obvious difficulty, as will appear from the following extract of his report Ext. M20.

"The main question is whether the payment was made to each of the contractor's workers or to one person for all on the identification of the contractor. Obviously it is apparent and quite distinct that L.T.I.s given are similar on the V.D.A. paymentsheet in question and it is also confirmed by a number of management's witnesses who have scrutinised the same. I am also convinced on examination of all the facts that the contractor might have identified his workmen but apparently if the same man turns up before the paymaster ten times at the counter, the paymaster, as per his common sense will disallow the payment and will doubt in taking his L.T.I. again and again of the same man on the paysheet. Evidently this has been done by the paymaster. In my opinion, to confirm that the L.T.I.s are all given by one man, it is adviseable in all fairness to get it examined by the finger print experts."

14. In fact in pursuance of the above observation of Shri Lall, the thumb impressions A to M were subsequently submitted for expert examination to the Finger Print Expert, C.I.D., West Bengal and one would expect any fair minded person to await the result of that examination before concluding the enquiry because till then there was no legal evidence to prove the charge against Shri Khan, but curiously enough Shri Lall rushed to record a finding of misconduct against Shri Khan without it. The report of the Finger Print Expert was received long after that. The finding thus recorded against Shri Khan in the domestic enquiry was not based on any legal evidence and I hold it to be perverse.

15. Shri Mukherjee then pointed out that the report of the Finger Print Expert of the C.I.D., West Bengal, though received later, confirmed that the thumb impressions A to M were of one and the same person and, in spite of being served with sufficient notice to test that evidence by cross-examination of the expert if he so desired, Shri Khan did not choose to do so, hence the defect in the finding of Shri Lall is cured. I do not agree. In the first place the report of the Finger Print Expert, not being before Shri Lall when he summed up the result of his enquiry, it cannot be said by any stretch of imagination that it was based on that report. Further that report itself was only hearsay evidence because Shri Lall did not call the expert before him, to testify to that report on oath and to satisfy himself about its correctness. Thus the expert's report was of no evidentiary value.

16. The discussion given above, in my opinion, therefore, conclusively establishes the perversity of Shri Lall's finding.

17. Shri Lall's finding is unreasonable because it is wholly against the weight of the record. I have already pointed out that there was complete lack of legal evidence to prove that the questioned payments were not made to the 13 workmen concerned and that the thumb impressions A to M are of one and the same

person. As against this Shri Lall, completely over looked the effect of the statement of Shri S. D. Tewari, Contractor, who was examined on behalf of the employer company itself and which completely falsified the case against Shri Khan. Shri S. D. Tewari stated (vide his evidence which is a part of Ext. M16).

"I sat down at the counter with A. H. Khan, Clerk, and the payment started. Sri A. H. Khan called out the name of individual worker, and on my identification the payment to each individual workman was effected. I did not leave the counter, and the payment from the beginning to end was made in my presence. Each individual workman put his L.T.I. in my presence on the paymentsheets and I identified each one of them. Sri P. K. Goswami, Clerk came for 10 to 15 minutes, and talked to Sri A. H. Khan, and went away. He did not sit at the counter.

At the 4-30 P.M., the seal for unpaid payment was put against these workmen who did not turn up for payment and this unpaid amount i.e. Rs. 64.01 paise was deposited back to cash by Sri A. H. Khan. I signed the V.D.A. paymentsheet in each page dated 21st July 1966 certifying the payment to my workmen".

In cross-examination by Shri A. H. Khan the witness was further asked "Is it correct that the payment to each individual workmen was effected under your identification and presence at the counter during the schedule period of payment from 10.30 to 4.30 p.m. on 21st July, 1966 and you fully recognised your workmen?" and he confirmed the correctness of his earlier statement by saying 'Yes'.

Not a single question was asked from Shri Tewari, challenging his veracity. Shri Lall also has not recorded any finding that he did not believe Shri Tewari's statement and if so why. In the circumstances, as against the lack of evidence and also against the mere report of a Finger Print Expert, the direct evidence of Sri S. D. Tewari, Contractor that the 13 workmen concerned were paid by Shri Khan in his presence and the thumb impressions A to M are of those 13 persons would be without doubt preferable. Shri Tewari's evidence, therefore, conclusively proved Shri Khan's innocence and Shri Lall's finding to the contrary was without doubt unreasonable.

13. Having held that the result of the domestic enquiry is perverse and unreasonable and must be set aside, I now proceed to discuss whether on the evidence placed before him the charge levelled against Shri Khan is made out. I have already given a summary of the evidence which has been produced before me. On scrutinising it, I find that it is no better than that which was placed before Shri Lall. None of the 13 workmen who would be the most proper persons to prove that the payment was not made to them has been examined. Similarly no other person who might have witnessed the payment by Shri Khan on that date has come forward to prove the case of the employers regarding non-payment of money to the 13 workmen concerned or the affixation of the thumb impressions A to M by one and the same person. The evidence of Shri Lall in proof of the result of his enquiry is merely an opinion and not based on personal knowledge. It cannot take the place of substantive evidence. The evidence of Shri Chakrabarty, M. W. 1 that the thumb impressions A to M are of one and the same person is contradicted by Shri Hanif, W.W. 2, who is also an equally good expert. Both the experts have given their reasons for supporting their respective opinions and Shri Mukherjee has not offered any effective grounds for accepting the opinion of Shri Chakrabarty to that of Shri Hanif. In a case where the opinions of two experts are diametrically opposed to each other and no good ground is shown for preferring one to the other, it would not, in my opinion, under the Indian Penal Code if it were before a regular Court) on the evidence of a Finger Print Expert alone. Lastly, Shri Khan has refuted the accusation levelled against him and has stated on oath that it is wrong to say that no amount was paid to the 13 workmen concerned and the thumb impressions of one and the same person were obtained against their names on the paymentsheet. He has further stated that the payment was made to them on the identification of Shri S. D. Tewari, Contractor who was present. No doubt he is an interested witness but that by itself is not a sufficient ground to disbelieve him because there is no reliable rebuttal of his evidence and nothing has been elicited from him in cross-examination to otherwise doubt his veracity.

14. In the result I hold that even on the evidence placed before me the charge of alleged misconduct has not been proved against Shri A. H. Khan and he was dismissed from service without sufficient cause. It is safe to hold a party charged of misconduct (which would be a clear offence

20. My award, therefore, is that Shri A. H. Khan's dismissal from service by the management of Malkera Choitudih Colliery of M/s. Tata Iron and Steel Co. Ltd., P.O. Jealgora, Distt. Dhanbad was unjustified and he is entitled to be reinstated to his post with full back wages from the date of his dismissal until he is put back to duty.

21. Let a copy of this award be submitted to the Central Government as required under section 15 of the Industrial Disputes Act.

(Sd.) RAM ASRAY MISRA, Presiding Officer..

[No. 2/70/68-LR-II.]

New Delhi, the 22nd April 1970

S.O. 1593.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company Limited, Post Office Kothagudium (Andhra Pradesh) and their workmen, which was received by the Central Government on the 13th April, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal,
Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 27 of 1969

BETWEEN

Workmen of Singareni Collieries Company Ltd., Kothagudium.

AND

Employers of Singareni Collieries Company Ltd., Kothagudium.

APPEARANCES:

None for workmen.

Sri Shyam Mohan, Personnel Officer, for the Employers.

ORDER

The Government of India in its Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) had by Order No. 7/5/68-LR.II dated 25th September, 1969, referred this dispute to me for adjudication. The issue as per Schedule annexed to the Notification is this:—

Having regard to the nature of duties performed by Shri K. Rajaiah, Carpenter, Building Department Mandamari Division, and to the practice prevailing in the three divisions of Bellampalli group of Collieries of Singareni Collieries Company Ltd., Kothagudium, whether the management is justified in denying new Category V wages to the said workman? If not, to what relief the workman is entitled?

The Tandur Coal Mines Labour Union through its President is party to the reference. The statement of claims was filed by and under the signature of Mr. S. Nagalah Reddy, President Tandur Coal Mines Labour Union. The claimant, Rajaiah, is now in new Category IV as prescribed by the Central Wage Board on Coal Mining Industry. His claim is that having regard to the nature of the work he does he was entitled to be placed in new Category V. The statement of claims sets out how similar cases are dealt with in some other Divisions of the Collieries, particularly in the Bellampalli group of mines. The management filed counter to say that Rajaiah was properly fitted in the new Category IV and that he was not entitled to be fitted in the new Category V. Having regard to the nature of the order I am presently making in this reference, there is no need to set out here the pleadings of the parties in full.

2. The management had filed counter after the Union had filed the statement of claims. After receipt of counter from the management, I had posted this dispute for enquiry on 20th March, 1970. About ten days prior thereto Mr. Shyam Mohan, Personnel Officer, Bellampalli, happened to be here, having come to Hyderabad in some other connection. On that occasion, i.e., 11th March, he presented a joint memo signed by himself and by Mr. Nagalah Reddy, President of the Union, requesting adjournment of the case on the ground that witnesses were not available.

Thereupon I adjourned the case for enquiry to this day, i.e., 8th April, 1970. Now a telegram is received which is as below:—

==Industrial Dispute 27 pray postpone==Agent Mandamari Labour Union.

The first part is the message, viz., requesting adjournment. The second part mentions those who are party to that request. They are Agent, Mandamari Division, and the Labour Union which would be the Tandur Coal Mines Labour Union which is party to the reference. There is absolutely no indication in the telegram why adjournment of this case is sought from this day. Mr. Shyam Mohan Personnel Officer, Belampalli, is present. This dispute is from his territory. I asked him why he attended the Tribunal today seeing that a telegram is received embodying a joint request for adjournment. Mr. Shyam Mohan stated that he had come to Hyderabad on 24th March in some other connection and had stayed on to participate in the enquiry in this case today as representative of the management. He further stated that he did not know what transpired between the Agent, Mandamari, and the President of the Labour Union, in consequence of which the telegram under mention had emanated. None is present on behalf of the claimant. There are no witnesses now on behalf of either side. Mr. Shyam Mohan states that in view of the telegram referred to, he has nothing to submit now to the Tribunal. Quite obviously he did not know that the Agent, Mandamari Division, and the Labour Union were seeking adjournment, much less the ground therefor. He is here just now because having come to Hyderabad on 24th March in connection with some other work, he stayed on till this day because this dispute from his territory comes up for enquiry today.

3. As I said, there is absolutely no indication why adjournment is sought by both parties in the manner as done by the telegram extracted elsewhere. I am not prepared to give adjournment on the basis of the telegram received at the last moment which, as I said, is devoid of any indication why adjournment is sought. The only order I can pass in this dispute is to terminate the reference because, under the circumstance, it is not possible to take up the enquiry, much less to proceed with it. The reference is accordingly terminated.

Given under my hand and the seal of the Tribunal, this the 8th day of April, 1970.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.

[No. 7/5/68-LRII.]

New Delhi, the 23rd April 1970

S.O. 1594.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Bombay, in the industrial dispute between the employers in relation to the management of Pounia Manganese Mines of Messrs Rajaramka Brothers (Private) Limited, Post Office Tumsar (Maharashtra State) and their workmen, which was received by the Central Government on the 14th April, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY

REFERENCE No. CGIT-2/7 OF 1969

Employers in relation to M/s. Rajaramka Brothers (Pvt. Ltd.), Tumsar.

AND

Their workmen.

PRESENT:

Shri N. K. Vani.—Presiding Officer.

APPEARANCES:

For the Employers—No appearance.

For the Workmen—Shri S.K. Sanyal, President, Samyukta Khadan Mazdoor Sangh.

INDUSTRY: Mines.

STATE: Maharashtra.

Bombay dated the 6th April, 1970

AWARD

By Order No. 35(16)/68-LRI dated 26th April 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred to the Central Government Industrial Tribunal (No. 2) Bombay for adjudication an industrial dispute existing between the employers in relation to the management of Pounia Manganese Mines of Messrs. Rajaramka Brothers (Private) Limited, P.O. Tumsar (Maharashtra State) and their workmen in respect of the matter specified in the Schedule mentioned below:—

SCHEDULE

"Whether the action of the management of the Pounia Manganese Mines of Messrs Rajaramka Brothers (Private) Limited, Post Office Tumsar (Maharashtra State) in terminating the services of Shri Dharamchand, Chowkidar and Shri Baliram Wankhede Mate, by their notices dated the 19th November 1967 and the 7th November, 1967, respectively, was justified? If not, to what relief, are the workmen entitled?"

2. The facts giving rise to this reference are as follows:

3. Shri Dharamchand was employed as a chowkidar in Pounia Manganese Mines for the last 15 years as a permanent workmen. Shri Baliram Wankhede was employed as a Mate in Pounia Manganese Mines for the last 3 years as a permanent workman. The management served on these employees one month's notices dated 19th November 1967 and 7th November 1967, respectively, terminating their services. The management terminated their services without holding any enquiry or giving opportunity to defend themselves. Hence the Samyukta Khadan Mazdoor Sangh, P.O. Tirodi, District Balaghat raised an industrial dispute on their behalf before the Assistant Labour Commissioner (C) Chhindwara. In spite of notices the management remained absent and the Assistant Labour Commissioner (C) Chhindwara held 'ex-parte' proceedings, and submitted failure of conciliation report. Thereafter the Government made this reference to this Tribunal.

4. Shri K. Nuteswar, Secretary, Samyukta Khadan Mazdoor Sangh, Tirodi has filed written statements at Ex.1/W and 2/W on behalf of Shri Dharamchand, Chowkidar and Shri Baliram Wankhede, Mate respectively. According to the Samyukta Khadan Mazdoor Sangh (hereinafter referred to as 'the Sangh'), the management terminated the services of both these workmen by giving one month's notice to each dated 19th November 1967 and 7th November 1967 directing to collect their dues within two days. The management has failed to pay to these workmen. The management terminated their services illegally. Their termination is wrongful and unjustified because no reasons were given for the termination of service. The workmen being permanent, the provisions of the Certified Standing Orders ought to have been observed before terminating their services. Sarvashri Dharamchand and Baliram Wankhede be taken on job with effect from the dates of their dismissal from service with all back wages and attendant benefits.

5. On 29th October 1969, the management appeared before this Tribunal at Nagpur. The director of the company has given application as mentioned below:

"The above parties hereby agree to settle the matter amicably for which a time of fortnight only is sufficient.

It is therefore prayed that the honourable court be pleased to grant the time."

6. The case was accordingly adjourned, but the management and the Sangh never effected any settlement. The management remained absent and did not file any written statement.

7. On 9th January 1970, at Nagpur, the management remained absent. The President of the Sangh gave application for adjournment.

8. On 18th February 1970, at Nagpur, Shri S. V. Naik, counsel for the Employer appeared before me and gave application as mentioned below:—

"(1) That they could not instruct their counsel for drafting written statement and hearing of the case, since the papers pertaining to this case were not traceable.

In the circumstances it is prayed that the Tribunal be pleased to grant a short time for filing written statement and hearing."

9. Adjournment was granted and the case was fixed on the next day at Nagpur On 19th February 1970, neither the counsel Shri Naik nor any representative of the management appeared before me. Shri S. K. Sanyal, President of the Sangh and Shri Baliram Wankhede appeared before me. The other workman Shri Dharamchand was ill. He could not personally appear before me. Shri Sanyal, being the President of the Sangh is conversant with the details of the case. He has, therefore, given evidence on behalf of Shri Dharamchand. On 19th February 1970, evidence of Shri Baliram Wankhede was recorded at Ex. 3/W. Shri Sanyal's evidence is at Ex. 6/W. Shri Baliram Wankhede also gave evidence on behalf of Shri Dharamchand.

10. Shri Baliram Wankhede has produced documents at Ex. 4/W and 5/W. Shri Sanyal has produced documents at Ex. 7/W and one judgement in case No. CGIT/LC(R) (42) of 1968 of Central Government Industrial Tribunal-cum-Labour Court, Jabalpur.

11. Shri Dharamchand was ill, Shri Sanyal was asked to send his i.e. Dharamchand's affidavit, if possible, to Bombay. This Tribunal waited for his affidavit till 2nd April 1970 but his affidavit has not been received. There is, however, sufficient material on record in respect of Shri Dharamchand and this Tribunal can decide his case also.

12. As the management remained absent on the date of hearing, this Tribunal proceeded under Rule 22 of the Industrial Disputes (Central) Rules, 1957.

13. Points for consideration are as follows:--

(i) Whether the action of the management of the Pounia Manganese Mines of Messrs. Rajaramka Brothers (Private) Limited, in terminating the service of Shri Dharamchand, Chowkidar and Shri Baliram Wankhede, Mate by their notices dated 19th November 1967 and 7th November 1967 respectively was justified?

(ii) If not, to what relief are the workmen entitled?

14. My findings are as follows:--

(i) No.

(ii) As mentioned in the order.

Reasons

Point No. I:.

13. As regards Shri Baliram Wankhede, his evidence at Ex. 3/W shows that he was working as a permanent Mine Mate in Pounia Manganese Mine for the last three years. At the time of his dismissal he was drawing a salary of Rs. 75 per month. In addition to Rs. 75 he was getting grain allowance of Rs. 12 per month and Rs. 45 per quarter as Attendant bonus and profit share bonus of Rs. 50 to 60 per year. He was served with a notice of one month, informing that his services were terminated and that he should collect his dues within 2 days.

16. Notice given by the management to Shri Baliram Wankhede is produced on record at Ex. 4/W. Notice given by Shri Baliram to the management on 26th December 1967 is produced at Ex. 5/W.

17. From the evidence of Shri Baliram Wankhede, Ex. 3/W, and notices at Ex. 4/W and 5/W, it is clear that Shri Baliram was dismissed from service without holding any enquiry, without issuing chargesheet, without show-cause notice, without any reason, and without framing any charges. As Shri Baliram is a permanent workman, he cannot be dismissed by giving simple dismissal letter. His dismissal could not be also considered as retrenchment. It appears from Shri Baliram's evidence that juniors to him were retained in service. Hence he should not have been retrenched. Moreover, the provisions of S. 25F of the Industrial Disputes Act have not been complied with. His dismissal if construed as retrenchment could not be valid. It is, therefore, clear that the dismissal of Shri Baliram is illegal and unjustified.

18. As regards Shri Dharamchand the evidence of Shri Shamal Kant Sanyal, President of the Sangh, shows that Shri Dharamchand was a Chowkidar in Pounia Manganese Mine for the last 15 years. He was a permanent worker. On 19th November 1967 he was served with a notice informing that his services would be terminated with effect from 18th December 1967 and he should collect his dues as

mentioned in the notice at Ex. 7/W. According to Shri Sanyal, the management terminated the services of Shri Dharamchand without holding any enquiry or issuing show-cause notice or framing any charge-sheet against him. The management has not paid dues to Shri Dharamchand. Without paying his dues, his services have been terminated. The management dismissed Shri Dharamchand and Baliram and two others because they were taking active part in the Union. As they were dismissed illegally and wrongfully the dispute was raised with the Assistant Labour Commissioner (Central). On account of his failure report, the present reference has been made in respect of Shri Dharamchand and Shri Baliram Wankhede. Two separate references were made in respect of other 2 employees before the Tribunal at Jabalpur.

19. According to Shri Sanyal, Shri Dharamchand was drawing a salary of Rs. 12 per week and getting grain allowance of Rs. 12 per month. He was also getting attendance bonus of Rs. 30 per quarter and yearly profit sharing bonus of Rs. 30 to 40. When Shri Dharamchand and three others were dismissed by the company, their juniors were allowed to continue in service. Shri Baliram Wankhede also speaks about Shri Dharamchand (Ex. 8/W).

20. There can be no doubt from the evidence of Shri Sanyal and Shri Baliram Wankhede and notices at Ex. 7/W that Shri Dharamchand was a permanent employee of 15 years standing and that he was dismissed simply by giving notice, and without holding any enquiry or issuing show-cause notice or framing any charge-sheet.

21. It is clear that Shri Dharamchand has been dismissed without holding any enquiry or issuing show-cause notice or framing any charges. His dismissal, simply by giving a notice, and without any reason, is illegal and unjustified. If the dismissal of Shri Dharamchand is considered as retrenchment, even then his termination is illegal because the provisions of Section 25F have not been complied with in this case, and because Shri Dharamchand's juniors were retained in service while terminating his service. I, therefore, hold that Shri Dharamchand's dismissal is illegal and invalid.

22. As the management terminated the services of Shri Dharamchand and Shri Baliram Wankhede illegally and without any reason, the action of the management in doing so is not justified. Hence my finding on Point No. 1 is in the negative.

Point No. II:

23. As the services of the two workmen were terminated illegally and without any justifying cause, they are entitled to be reinstated, setting aside the orders of dismissal. These two workmen are entitled to get full back wages from the dates of their dismissal till they are reinstated and continuity of service and all attendant benefits.

24. In the end I pass the following order:—

ORDER

1. It is hereby declared that the action of the management of the Pounia Manganese Mines of Messrs. Rajaramka Brothers (Pvt.) Ltd., Post Office Tumsar, in terminating the services of Shri Dharamchand Chowkidar and Shri Baliram Wankhede, Mate by their notices dated 19th November 1967 and 7th November 1967 respectively was not justified and that these two workmen are entitled to be reinstated with full back wages from the dates of dismissal till they are reinstated, with continuity of service and all other attendant benefits.
2. The management is directed to take these two workmen on duty immediately and to pay their full back wages and other benefits as mentioned above.
3. Award is made accordingly.
4. No order as to costs.

Sd./- N. K. VANI.

Presiding Officer.

Central Govt. Industrial Tribunal No. 2, Bombay.

S.O. 1595.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Domarpara Dolomite and Limestone Mine of Messrs Chhotanagpur Forest Syndicate Limited, Post Office Baraduar, District Bilaspur (Madhya Pradesh) and their workmen, which was received by the Central Government on the 14th April, 1970.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

CAMP AT ALLAHABAD

Dated, March 31, 1970

PRESENT:

Sri G. C. Agarwala,—Presiding Officer.

CASE REF. No. CGIT/LC(R) (33) of 1969

PARTIES:

Employers in relation to the management of Domarpara Dolomite and Limestone Mine of Messrs Chhotanagpur Forest Syndicate Limited, Post Office, Baraduar, District Bilaspur (M.P.)

Versus

Their workmen represented through the Samyukta Khadan Mazdoor Sangh, Baraduar, District Bilaspur (M.P.)

APPEARANCES:

For employers.—Sri J. S. Gupta, Secretary, Calcutta Industries Association.

For workmen.—Sri P. K. Thakur, Vice President of the Union.

INDUSTRY: Dolomite & Limestone Mine.

DISTRICT: Bilaspur (M.P.)

AWARD

The Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference for adjudication by Notification No. 36/24/69-LRIV dated 14th April, 1969:—

Matter of Dispute

Whether the claim of the workers employed in Domarpara Dolomite and Limestone Mines of Messrs Chhotanagpur Forest Syndicate Limited, Post Office Baraduar, District Bilaspur (Madhya Pradesh) to get wages in terms of Wage Board recommendations for Dolomite and Limestone Mining Industry with effect from the 1st January, 1967 is justified? If so, to what relief these workmen are entitled?

2. The Domarpara Dolomite & Limestone Mines situated at Baraduar in district Bilaspur, Madhya Pradesh, and belonging to Chotanagpur Forest Syndicate Limited are engaged in extracting dolomite for purposes of sale to various industries requiring this mineral. The employers, to be hereinafter called the Syndicate, have in employment monthly paid permanent as well as time rated and piece rated workers paid weekly. The Government of India by Resolution No. WB-2 (1)/62(2) dated 3rd May, 1963 constituted for the Limestone & Dolomite Industries to work out and recommend a scale of wages for those employed in these mining industries. The Wage Board, to be hereinafter described as the Board, recommended the first interim increase for workers with effect from 1st January, 1964. This admittedly has been implemented by the Syndicate. Again the Board recommended a second interim increase with effect from 1st April, 1966. The Syndicate implemented the second wage increase for time rated monthly and daily rated workers, but did not implement the same for piece raters. The final recommendations of the Wage Board were published on 21st February, 1967 to be effective from 1st January 1967. The Union, Samyukta Khadan Mazdoor Sangh, submitted a charter of 11 demands and demand No. 1 dealt with the question of failure of employers to implement the Wage Board recommendations. As the conciliation failure report (Ex. W/5) would show the stand of the Syndicate was that there was another union known as Dolomite Mazdoor Union and which was the recognised union. There was negotiation going on with this recognised union

on the question. The Syndicate disputed the representative capacity of Samyukta Khadan Mazdoor Sangh, to be hereinafter named as Sangh. It was however settled that if the Sangh could satisfy the management within two months there would be further negotiations to resolve the dispute. The conciliation failure report, however, shows that there was no settlement reached with the Sangh and the Sangh again raised this question with fresh charter of demands. The minutes of conciliation proceedings held on 5th June, 1969 and appended with the order of reference would show that no settlement was reached and hence the dispute resulted in this reference in due course.

3. The Syndicate first filed a statement of claim on 28th October, 1969 which was a brief one. Later on, the Syndicate filed another supplementary statement on 27th November, 1969. In this, they have assailed the recommendations of the Wage Board on a variety of grounds enumerated in paragraph 11 to 39, most of which are repetitions with the only difference in wordings. Only such grounds, however, which have been urged in arguments shall be considered. The Syndicate also challenged the competency of the Sangh, Samyukta Khadan Mazdoor Sangh, to raise the dispute. The following additional issues were framed after statements of claims followed by rejoinders were filed by the parties:—

Additional Issues

1. Whether Samyukta Khadan Mazdoor Sangh was representative and competent to raise the dispute?
2. What is the effect of non-implementation of Wage Board recommendations second interim relief to piece rated workers?
3. Was the company not bound to implement the Wage Board recommendations?
4. Whether the Wage Board recommendations are vitiated for reasons given in paragraphs 11 to 39 of the supplementary statement of claim of the employers?

Findings:

Issue No.1.—There is no merit in the objection raised on behalf of the Syndicate. Sri Maniram Yadav (W.W. 1) a Member Executive of Samyukta Khadan Mazdoor Sangh and Joint Secretary of Baraduar branch came in evidence and produced the membership register together with counterfool receipts. From these it would appear that the membership of employees of this particular employer, the Syndicate, in 1969 was 297. The average membership of permanent employees is 100—150 and the strength increases to 400—500 in season. There is nothing to doubt the genuineness of the register and receipts. The Union, S. K. M. Sangh, therefore has a representative capacity to raise the dispute. The fact that there is another union, namely, Dolomite Mazdoor Union, which has been recognised by the employers is of little consequence. The issue is answered accordingly.

Issue No. 2.—It is an admitted position which was intimated in writing dated 29th December, 1969 on behalf of the Syndicate that the second interim increase was not implemented with regard to piece raters only. In other respects the recommendation was accepted by the Syndicate. The reason given in not doing this was stated to be that the Syndicate, provided better blasting facilities with the result that a piece rater was earning more than Rs. 3/- per day on an average. It was however admitted that the first interim increase was extended to piece raters. This is hardly a sufficient justification for the employers, the Syndicate, not to have extended the second interim increase to piece raters. Sri R. P. Mishra an employee of the Syndicate and who holds the general power of attorney from the Board of Directors for court cases stated that as the piece raters were already earning Rs. 3/- per day on an average, therefore the benefit of second interim increase was not extended to them. On being required, he filed the calculation sheet (Ex. E/7) as an average for the period 1st January to 12th July, 1969. The average worked out to Rs. 3.28 P. per day. It may be that the piece raters on an average may have been earning more than Rs. 3/- per day but the interim relief was not dependent on the average earning of a piece rater. The relevant part of the recommendation with regard to the second interim increase runs as follows:—

"After a very careful consideration of the relevant factors, including the rise in the cost of living, the Board has come to the conclusion that there is a *prima facie* case for the grant of a second interim wage increase. The Board, therefore, recommends that that all workmen (time-rated as well as piece rated) as defined in the Industrial Disputes Act, 1947 (including workers engaged by or through contractors) working in the limestone and dolomite mining industries should be paid with effect from 1st April, 1966 a second interim wage increase.

of 50 paise per day to daily rated workers and Rs. 13 per month to monthly rated workers provided that in case of those limestone mines whose entire production of limestone is used exclusively for manufacture of lime, the amount of second interim wage increase would be 30 paise per day or Rs. 7.80 per month, as the case may be."

"There was therefore no justification not to have extended this benefit of second interim wage increase to piece raters even though they were earning on an average more than Rs. 3 per day. The conciliation failure report would show that the grievance of the Sangh was that the average earning was Rs. 1.50 to Rs. 3 per day while the stand of the management was that the average earning was Rs. 5 per day. Whatever may have been the average earning for which both sides over stated their case, the fact remains that there was no justification for not extending the second interim wage increase to piece raters on the ground of either better blasting facilities existed in this mining or that the average earning exceeded Rs. 3 per day.

Issues Nos. 3 and 4.—Both issues may be taken up together. Before considering the recommendations of the Wage Board it would be proper to notice what principles a Wage Board has to observe so as to have at least a persuasive value of its recommendations if not the binding force on the question of wages when it comes up for adjudication before a tribunal. The matter was considered by the Hon'ble Supreme Court in the case of *Express Newspapers (Private) Ltd. Vs. The Union of India* [1961(1)LLJ 339] where it was held that on a question of fair wage determination, the capacity of the industry to pay is a material factor for consideration, and this should be gauged on industry-cum-region basis after taking a fair cross section of the industry and that in given case, it may be even permissible to divide the industry into appropriate classes and then deal with the capacity of the industry to pay classwise. This matter was considered in *Express Newspaper case* (supra) where a Statutory Wage Board had been set up. The philosophy and functions of the Wage Board, however, were considered at length irrespective of the fact whether the Wage Boards are statutory or otherwise. The matter came to be considered again in another case before the Hon'ble Supreme Court in respect of a Wage Board set up for jute industry in C.A. No. 923 of 1966. It is an unreported case of the *Workmen of Shri Bajrang Jute Mills Limited Vs. The Employers of Shri Bajrang Jute Mills Limited* in which principles laid down in *Express Newspapers (P) Ltd.* case were reiterated, and it was emphasised that if the industry is divided into different classes the capacity of each individual unit may not become necessary to consider. It was, however, pointed out that even if the industry is divided into different classes "it will still be necessary to consider the capacity of the respective classes to bear the burden imposed on them. For this purpose a cross section of these respective classes may have to be taken for careful consideration for deciding what burden the class considered as a whole can bear". The following observations are material and have to be borne in mind before assessing the recommendations of the Wage Board in this case:—

"The approach of the Wage Board to determine uniform wage scales for the entire industry must suffer from an inherent weakness. Conditions such as easy access to raw materials, transport, nearness of markets for disposal of the manufactured produce, availability of labour, the type of market whether within or outside the country for which the manufactured articles are intended and diverse other factors must vary from region to region. Likewise, economic conditions affecting the consumer prices must and do differ, as is well-known, from region to region, depending largely upon whether a particular region is self-sufficient or not in the elemental needs of its citizens and these in turn are bound to affect living standards. It would therefore be too artificial and unrealistic an approach to be oblivious of these differences and to attempt to group together all establishments and factories and devise common wage scales applicable to all of them disregarding the peculiar features of the industry in a particular region. Favourable conditions prevailing in one region would place industrial concerns there in a position better than those in other regions where such conditions do not occur. Similarly, in regions where consumer prices are lower, labour would be better off than in rest of the regions where the living index is higher; yet, the wage scales would be the same in all the regions. Uniformity of wage-scales, irrespective of differences in conditions would place both the employees and the employers? In the other regions. Instead of attaining harmony there would as a result arise inevitably a feeling of discrimination. Though as stated by this Court in *Express Newspapers' case* it may not be possible or even necessary for a Wage Board

to scrutinise all the establishments separately and it would be enough to take a representative cross-section of the industry for assessment, the cross-section to be truly representative one and capable of giving a true picture of the conditions of both the industry and labour must be one from each region where establishments of the industry in question are situated."

The Hon'ble Court proceeded further how the disharmony in the approach of the problem by the Wage Board and Industrial Tribunal can be resolved and made the following pertinent observation:—

"Such a disharmony in the approach to the problem of determination of wage-scales by a Wage Board on the one hand and an Industrial Tribunal on the other must inevitably occur because whereas the attempt of a Board would be to uniformise wage-scale for the entire industry though it is spread over different parts of the country where conditions can rarely be expected to be similar or the same, the concern of a Tribunal would principally be to determine equitably the wage scale of a single unit with which it is for the time being concerned. The difficulty would be all the more felt by such a Tribunal where it is faced with the dilemma whether or not it should follow the Board's recommendations arrived at on principles different from (as in the present case) those consistently followed in Industrial adjudication. One should have thought that this difficulty would have been realised before the recommendations of the Wage Board were accepted by Government.

The difficulty referred to above arising from the difference in the functions of the two bodies could well have been obviated if the Wage Board instead of laying down uniform scales for the entire industry had considered the units in each area separately and determined the wage scale for each such area by taking from that area a representative cross-section of the industry where possible or where that was not possible by taking comparable units from other industries within that area, thereby following the principle of industry-cum-region. It is true that in doing so uniformity of wage scales for the entire industry would not have been attained. But in a vast country like ours, where conditions differ often radically from region to region and even the index of living differs within a fairly wide range, such a target cannot always be just and equitable. If the wage-scales had been determined by the Board in the manner aforesaid, even though the Board is not a statutory body and consequently its decisions are of a recommendatory character, it would be possible for industrial tribunals to give due weight to its recommendations as such recommendations would have been in conformity with the principle of industry-cum-region, a principle binding on the tribunals. It would be difficult in that event for any unit in the industry in that region to propound a grievance that its capacity to pay was not taken into account as the scales so framed would have been determined after taking into consideration scales prevailing in comparable units, whether in that industry or other industries in that region depending on whether in a particular area the accent was on the industry part or the region part of the principle of industry-cum-region."

In the end the Hon'ble Court struck down the recommendations of the Jute Wage Board for failure to approach the subject on industry-cum-region basis and without regard to the consideration of the question of capacity of the industry to pay. With this position of law recommendations of the Board in this particular case may be examined.

It is pertinent to note that the Wage Board was set up for the Limestone and dolomite mining industry. We are in this case concerned with Dolomite Mining Industry as the Syndicate is engaged only in dolomite mining as admitted by the Union in para 1 of the written statement. It will therefore be necessary to examine the report with reference to dolomite mining and any observations made or decision recorded in this award will have reference only to dolomite mining and not for limestone Mining which is carried on in an extensive way by a large number of companies in different part of the country. The terms of reference of the Wage Board are as follows:—

"1.4 The following are the Board's terms of reference:—

- (a) To determine the categories of employees (manual, clerical, supervisory, etc.) who should be brought within the scope of the proposed wage fixation.

NOTE:—Workers employed in limestone mines/quarries, who have been covered by the recommendations made by the Central Wage Board for Cement Industry, will be excluded from the purview of this Wage Board.

- (b) To work out a wage structure based on the principles of wages as set forth in the report of the Committee on Fair Wages.

Explanation.—In evolving a wage structure, the Board should, in addition to the considerations relating to fair wages, also take into account—

- (i) the special features of the limestone and dolomite mining industries;
- (ii) the needs of these industries in a developing economy;
- (iii) the requirements of social justice;
- (iv) the impact of the wage structure so evolved, on the cost of production of industries consuming limestone and dolomite;
- (v) the need for adjusting wage differentials in such a manner as to provide incentives to workmen for advancing their skill;
- (vi) the desirability of extending the system of payment by results.

Explanation.—In applying the system of payment by results the Board shall keep in view the need for fixing a minimum (fall back) wage and also to safeguard against over-work and undue speed.

- (c) To consider the demands for the introduction of a gratuity scheme on an industrywise basis."

From the above terms of reference, the Board was required to devise a wage structure on principles of wages as set forth in the report of the Committee on fair wages. In doing so the Board in Chapter V noticed the general principles. In para 5.1 it confined its attention to the report of the fair wages committee of 1949 together with the resolution of the 15th Session of the Indian Labour Conference held at New Delhi in June 1957 laying emphasis on the norms of need based wage. In paragraph 5.2. Supreme Court decision of Reserve Bank of India Vs. Their workmen [1965 (2)LLJ 175] with regard to the concept of fair wage as conceived by the fair wages Committee was referred. The principle of wage fixation were stated in paragraph 5.14 at page 24 and subsequent paras with special emphasis on need based wage as mentioned in paragraph 5.18. In paragraph 5.19 at page 28 the position which the Board adopted in this regard was stated in following terms:—

"5.19—When the need based wage is taken to be the same as minimum wage, it follows that the fair wage should be higher than the need based wage. It has been mentioned by the 15th Indian Labour Conference that the wage boards should go into the details of fair wage in respect of each industry on the basis of the recommendations contained in the Report of the Committee On Fair Wages. Due to this special reference to fair wages, it would be apparent that the Resolution has only attempted to prescribe norms for a minimum or need based wage and the fair wage, which is of a higher type, has to be dealt with by the Wage Boards. Apparently, no useful purpose would be served by going further into this matter; because this Board has found that even a need based wage cannot immediately be introduced in this industry. The need based wage in terms of money will depend upon how it is interpreted and what items are taken to constitute, food, clothing, etc. provided in the need based wage resolution. Workers representatives are usually inclined to take a liberal view of the requirements of food, clothing, housing, etc., while the employers' will prefer to calculate the need based wage in a manner that when the various norms of the need based wage are computed into monetary terms the total does not appear to be far in excess of the existing wages, as the pleadings of almost all the employers have been that their existing wages were adequate and no increase was warranted."

The special features of the industry and the importance in the developing economy of the country were noticed in paragraphs 5.24 and 5.25 at page 28. In paragraph 5.28 at page 29 a significant observation was made as follows:—

"It is gratifying to note that both the parties realise that labour management cooperation, efficiency and higher productivity are necessary for a successful working of the industry. The Board is of the view that the introduction of a proper wage would lead to the creation of a

settled mining labour force as against the present semi-agricultural type of labour, and peaceful conditions would prevail in the industry thus fulfilling all important need of the industry, namely a contented and satisfied labour ready to cooperate in achieving the higher production of these minerals, as envisaged during the IV Plan period. The mechanisation of mines and facilities to be provided in that connection are matters about which the Board would not like to express any opinion, because all mines may not be amenable to mechanisation and the foreign exchange requirements will have to be determined for the import of such machinery which is not available in the country, in view of the overall economic position and balance of payment. The Board however feels that all legitimate needs of the limestone and dolomite mining industries should be given due consideration by the Government."

While considering the prevailing rates of wages, at page 33 from paragraph 5.45 onwards it was pointed out in paragraph 5.47 that the practice with the wage fixing authorities had been to take account of the prevailing rates of wages while deciding the demands of wage rise and in the succeeding paragraph 5.48, the Board conceded the position that the absence of organised industries in the locality made comparison between wages in the industries under considerations with those of others difficult. It was, however, pointed out that the nature of work in the Limestone and Dolomite mines can be considered comparable with the work of open cast mining in coal mines and in the iron ore mines. As a matter of fact, the Board was considerably influenced by the fact that wages in coal mines and iron ore mining have been increased, but not in the limestone and dolomite industries. In paragraph 5.49 at page 34, it was pointed out that 96 per cent of dolomite was consumed by iron steel industries and the demand will continue to rise in future. It was further stated that steel plants have their own captive mines and the programme will expand for opening new ones. In fact, it is the grievance of the Syndicate that the recommendations of the Limestone and Dolomite Wage Board and Iron Ore Mining Wage Board both of which were presided by the same gentleman are identical in terms and even in language. A perusal of these paragraphs would show that the Board did not approach the question on the lines indicated by the Hon'ble Supreme Court in Express Newspaper case and reiterated in Bajrang Jute Mills case (supra) so as to deal with the problem on industry-cum-region basis and to group units into different classes as well as to take a fair cross-section of the group in any region. The difficulties in determining fair cross-section were noticed in paragraph 5.53 at page 35 after stating the concept of paying capacity in paragraphs 5.50 to 5.52. The conclusions about the paying capacity was stated in paragraph 5.60 at page 38. The whole thing was summarised as follows:—

"Taking an overall view of the present economic position of the industries under consideration and the future possibilities, the Board has come to the conclusion that the position of the industries in view is satisfactory and likely to be better if economies are effected and the industries function properly. The Board realises that cost of all items of expenditure, particularly of the stores, spare parts, etc. is increasing and due to devaluation the imported materials are costing more. But the industry has been able to bear all these increases and it should not be difficult for the industry to absorb the wage increases which are of an unavoidable nature. It is difficult to ignore labour's argument that why their wages should not rise when their cost of living has increased enormously and when the industry is paying more for every other item of cost, why not for labour? In the Board's view the limestone mining industry and dolomite mining industry are in a position to bear the impact of wages that are being proposed by the Board. They can achieve the necessary paying capacity and improve it if certain reasonable measures are taken in that direction. The special needs of the industry in certain areas were always kept in view. At the stage of granting interim wage increase for the limestone mines whose entire production was being used for burning in the lime kiln for the manufacture of lime, lower wage increases were recommended. In connection with the final wage structure also the units in which the present wages are low are being given the facility of increasing their wages in a phased manner so that in course of time the wage level in their units also comes up on a level of wages in the units for which an immediate comparatively higher minimum wage is being prescribed. This arrangement would avoid any hardship that was likely if a sudden wage increase in these units also had been recommended."

The wage structure was then devised in Chapter VI and the mines were grouped not with regard to their locations and regions but on the basis of wages paid. These mines were grouped into three classes I, II & III and wages were thereafter fixed. The manner of phasing wages so as to bring the level of wages in group III was explained in paragraph 6.34 with the result that all mines will have to come up to the level of group III in a phased manner after a certain number of years without regard to the paying capacity. These in brief are recommendations of the Wage Board and the approach adopted in devising the wage. It is manifest that because of the difficulties pointed out by the Board, the principle of region-cum-industry and taking a fair cross-section of the industry in each region had not been adopted and the concept of paying capacity was not adhered to in the special circumstances of the industry (Paragraph 5.50 to 5.51). In paragraph 5.59 the Board observed that "the wage structure should be uniform, as far as possible, so as to avoid industrial unrest and unfair competition between the employers themselves". For failure to approach the subject on the well known principle of industry-cum-region and to take a fair cross-section of the industry in each region together with the fact that principle of capacity to pay was ignored and representatives cross-section had not been taken the recommendations of the Wage Board suffered from serious infirmities and are in capable of being accepted so far as present employer is concerned which is engaged only in dolomite mining operation. The Wage Board considered that the question of capacity to pay was irrelevant when a need based wage was being evolved. The concept of need based wage is not the same as the minimum wage as was explained by the Hon'ble Supreme Court in *Hindustan Times Ltd. Vs. Their workmen 1963 (1)LLJ 108 at p. 112*. It was pointed out that above the minimum wage was a fair wage which may roughly be said to approximate to the need based minimum in the sense of the wage which is adequate to cover the normal needs of an average employee regarded as a human being in a civilised society. The capacity to pay would be a relevant consideration in determining the need based minimum as was pointed out by the National Labour Commission also in paragraph 16.31 at page 238. It was observed that "the need based minimum wage is also a level of fair wage and represents a wage higher than the minimum obtaining at present in many fields, though it is only in the lower reaches of the fair wage". Consequently, the question of paying capacity is a relevant consideration even when a need based wage was to be evolved by the Wage Board.

The employers, the Syndicate, in this case had filed the Balance-sheet and Profit and Loss Accounts for 5 years 1964 to 1968. These would show that there was profit in only two years in 1965 and 1967 and which was Rs. 36,000 and odd in 1965 and Rs. 32,000 and odd in 1967. On the other hand, there had been heavy losses to the tune of over one lac every year in the other three years. In view of the losses suffered, the financial position of the employers, the Syndicate, is not such that it should be burdened with further increase in wages. The employers filed a list showing the monthly paid wage of each category of the staff as also for daily rated workers, weekly paid, which is Rs. 3 per day. The figures shown in annexure A (Ex. E/1) are in variance with the figures mentioned in a similar annexure filed by the Union as Ex. W/1. A comparison of the two would show that only for wagon loaders and tub loaders there is uniformity and they are paid on an average of Rs. 18 per week. For others, there is wide divergence. Neither side tried to establish the fact by any cogent evidence. As observed already, the Syndicate is engaged in dolomite mining. The Wage Board at page 6 paragraph 2.14 noticed that only one out of a total of 53 dolomite mines in 1964 produced 40 per cent of total production of dolomite. It was further observed that including this one mine, there were only 10 mines which produced nearly 86 per cent of dolomite and the remaining 43 contributed the rest, namely, 14 per cent. The employers have alleged in paragraph 19 of the supplementary statement that they are one of the remaining 43 mines which contributed only 14 per cent of the production. Evidently it cannot stand in comparison with the important dolomite mines of Hirri belonging to Hindustan Steel and a few other mines of Tata Iron Steel Company and Bisra Stone Lime Company.

Decision:

The result is that in view of the facts stated above, the claim of workers of the Domarpura Dolomite and Limestone Mines of the Syndicate for wages in terms of Wage Board recommendations with effect from 1st January 1967 cannot be held to be justified except to the extent of the increase to piece raters as recommended by way of second interim increase and adopted by Government Resolution No. WB-2(4)/66(2) dated 12th August, 1966. The piece raters would fall in line and shall be given the second interim increase allowed by the Wage Board. This is implied in the demand raised by the Union for implementation of the Wage Board recommendations. This increase to piece raters will be effective from 1st

January 1967, the date from which the recommendations of the Wage Board came to be implemented. Costs shall be easy.

Sd/- G. C. AGARWALA,
Presiding Officer.
31-3-1970.
[No. 38 (24)/69-LRIV.]

S.O. 1596.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri K. Rai, Chief Mining Engineer, National Coal Development Corporation Limited and Shri I. B. Sanyal, Chief Personnel Officer, National Coal Development Corporation Limited, Ranchi, Arbitrators, in the industrial dispute between the employers in relation to the management of Jamuna Colliery of National Coal Development Corporation Limited, Post Office Kotma, Madhya Pradesh and their workmen, which was received by the Central Government on the 9th April, 1970.

BEFORE SARVASHRI K. RAI AND I. B. SANYAL, ARBITRATORS UNDER SECTION 10-A OF I. D. ACT.

Dated 29th March 1970.

PRESENT:

1. Sri K. Rai, Chief Mining Engineer, N.C.D.C. Ltd., Ranchi—Arbitrator.
 - Sri I. B. Sanyal, Chief Personnel Officer, N.C.D.C. Ltd., Ranchi—Arbitrator.
- In the matter of Industrial Dispute between the management of Jamuna Colliery of N.C.D.C. Ltd., P.O. Kotma, Distt. Shahdol, M.P.

Vs.

Their workmen as represented by M. P. Koyala Mazdoor Panchayat, P.O. Kurasia Colliery, Distt. Surguja, Madhya Pradesh.

APPEARANCES:

- For the Employers*—Sri R. S. Murthy, Sr. Personnel Officer, N.C.D.C.
For the Workmen—Sri Hardeo Singh, Vice President, M. P. Koyala Mazdoor Panchayat.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by an order No. 8/54/69-LR11 (published as notification No. 3178 in the Gazette of India, Part II Sec. 3(ii) dated 9th August 1969) referred under Section 10-A of the Industrial Disputes Act an industrial dispute between the above two parties for arbitration by us. The said reference was made to us as a result of an arbitration agreement concluded between the two parties on 28th May 1969. The disputed matters according to the reference made to us as follows:—

- (a) Whether the transfer of Sri K. P. Singh, Shot-firer (Gassy Mine) was effected by the Management from Jamuna Colliery to Talcher (Orissa field) with a view to weakening the Madhya Pradesh Koyala Mazdoor Panchayat at Jamuna Colliery.
- (b) Whether Sri K. P. Singh's refusal to comply with the transfer orders was justified and whether Sri K. P. Singh is entitled to any relief for the period that he remained unemployed as a result of his refusal to comply with the transfer order.
- (c) What other consequential arrangements should be made on the basis of the determination of the first two issues.

We directed the parties to submit their written statements which they did. The Arbitration agreement provided for the arbitrators giving their award within a period of three months or within such further time as is extended by mutual agreement between them in writing. The parties extended the time for this purpose upto 1st April, 1970.

We heard the parties on the 8th and the 9th October, 1969, 12th December, 1969, and 2nd February, 1970. No oral evidence was produced by either party. The parties replied on the written submissions made by them, the documents filed by them and on the oral submission made during the course of the hearings.

The admitted facts in the case are that Sri K. P. Singh, the workman to whom the dispute relates, was employed as a Shot-firer (Gassy Mine) in Jamuna Colliery of N.C.D.C. in August 1963 and that his probationary period was extended for unsatisfactory work by a letter of the Management dated 26th August, 1964. A copy of this letter is on record. Transfer is a condition of service of the employees of N.C.D.C. including that of Sri K. P. Singh. Sri K. P. Singh was first transferred to Kurasia Colliery of N.C.D.C. temporarily in January, 1965, in connection with some special work and subsequently transferred back to Jamuna Colliery in May, 1965. Again by an office order dated 30th June, 1965, issued by the Head office of N.C.D.C. at Ranchi, Sri K. P. Singh was transferred to Talcher unit of N.C.D.C. He was informed by a letter dated 5th/6th July, 1965, issued by the Dy. S.O.C. and Project Officer of Jamuna Colliery that he had been released with immediate effect and that he should avail himself of joining time leave as admissible under the rules and report for duty to the Area General Manager (Orissa), Talcher. He was at the same time directed to vacate the quarter of the Management at Jamuna. By his letter dated 8th July, 1965, Sri K. P. Singh requested the Management to release him after 14th July, 1965, to enable him to attend the Court. The Manager, Jamuna Colliery, by his letter dated 12th July, 1965, agreed to release him on 15th July, 1965.

Sri K. P. Singh meanwhile applied for the advance of pay and Transfer T.A. and received the same. Sri K. P. Singh was released from Jamuna Colliery with effect from 15th July, 1965. He did not proceed to Talcher. He gave no information to the Management as to why he did not proceed to Talcher. The Management, however, found that Sri K. P. Singh did not vacate the quarter and therefore, by a letter dated 1st/2nd August, 1965, they wrote to him as follows:—

"It has been reported to the undersigned that you have not vacated the quarter and handed over vacant possession of the same to the Administration. You are hereby directed to vacate the quarter and with immediately handed over the possession of the same to the Assistant Engineer (C) I/C, Jamuna Colliery. You are released from this colliery from 15th July, 1965, and please note that from the date you have been released from this colliery, you will be charged penal rent as per rules—as your occupation becomes as unauthorised occupation."

Sri K. P. Singh acknowledged the above letter of the Management and sent a reply as follows on 5th August, 1965.

"Ref: Your letter No. Jan/Quarter/7374-5, dated the 2nd August, 1965. In reply to your above quoted letter most respectfully I beg to inform you that I have been directed by our organisation not to join at Talcher. The General Secretary has taken up the case with authorities concerned. In the opinion of the General Secretary, my transfer is illegal, unjustified and with the only motive to break our newly formed organisation at Jamuna. In the interest of the organisation and in the interest of the workers of the organisation and in the interest of the workers of the colliery, my presence at Jamuna Colliery is essential. When the dispute is started there is no question to vacate the quarter and to charge for the same."

Taking a stand as above, Sri K. P. Singh did not carry out the order of transfer.

In regard to issue (a) in the reference order, on the basis of the rival contentions of the parties, the following points would need determination:—

- (i) The status of M. P. Koyala Mazdoor Panchayat in Jamuna Colliery at the relevant time in 1965 when Sri K. P. Singh was transferred.
- (ii) The position of Sri K. P. Singh in the union at Jamuna.
- (iii) The effect of transfer of Sri K. P. Singh from Jamuna Colliery and the intentions of Management in transferring him.

The Union's case as far as point (i) is concerned is that it had sent a letter to the Management of Jamuna Colliery on 8th January, 1965, signed by its then General Secretary, Sri Hardeo Singh (now Vice President) reading as under:—

"I am to inform you that there was an ad-hoc committee of our organisation in your colliery, but now we have arranged to start for enrolment of formal membership. Some one hundred workers have joined our organisation in one week and their number is increasing day by day."

Agg. Sri Hardeo Singh sent a letter on 20th January, 1965, to the Management of Jamuna Colliery regarding the list of office Bearers, the relevant extract from which is reproduced below:

- "1. Vice President.—Sri Gobardhan Joshi, LDC (Store).
2. Vice President.—Sri K. P. Singh (Excavation) Mech. Fittar.
3. Branch Secretary, Sri K. P. Singh (Mining) Shot-firer.
4. Joint Secretary, Sri Ramjee Singh (Excavation) Tripman.
5. Cashier, Shri Udit Narayan Lal, Electrician. and 14 Executive Committee Members."

The Name of Sri K. P. Singh, the workman concerned in this dispute appears at Sl. No. 3 in the above list. The Management denied having received the letter of 8th January, 1965, and stated that this letter was subsequently fabricated. According to them, no such letter had existed. They further stated that Sri K. P. Singh was first transferred by the Addl. Area General Manager (Kurasla Region) under which Jamuna Colliery was functioning and intimation of this transfer was given to Sri K. P. Singh by communication dated 13/15th January, 1965. Sri K. P. Singh, however, refused to receive this letter and so it was sent to him per registered post on 19th January, 1965, while he was relieved from Jamuna Colliery from 18th January, 1965. The union could not produce any proof that the letter 8th January, 1965, was delivered to the Management, nor did it deny that the transfer order was ultimately sent to Sri K. P. Singh per registered post. The Management's further contention is that no election of office bearers of the Branch of the Union was held and that the contents of Union's letter dated 20th January, 1965, are fictitious and not even the date of so called election of office bearers was mentioned by the Union. The Union was called upon to produce the resolution passed by the Members of the Union for election of office bearers, but this was not produced on the ground that the records were in the High Court at Jabalpur in connection with some other case. The Union could have easily obtained a certified copy of the relevant extract from the records concerned from the High Court. The Union also could not produce any evidence that the names of office bearers were sent to the Registrar of Trade Unions, Indore, as required by the Trade Unions Act. There is, therefore, no acceptable proof or evidence before us to show that the office bearers of the Union were duly elected as claimed by the Union. The Union produced documents relating to enrolment of members by it in 1965 and 1966 at Jamuna Colliery, but it was found that the workmen had not applied for membership in the Union in writing as required by the constitution of the Union. The application forms-cum-first subscription receipts were not signed by any workman not even by Sri K. P. Singh. This would leave doubt as if someone else paid the subscriptions of the workmen and the workmen themselves neither applied for membership in the union nor paid the Subscription.

As far as point (ii) is concerned, there is no evidence before us to show that Sri K. P. Singh was a member of the Union in the eye of the law and that any election of office bearers was held or that Sri K. P. Singh was the Branch Secretary of the Union at Jamuna Colliery. The Management further pointed out that there was no such post in the Constitution of the Union, as copy of which as certified by the Registrar of Trade Unions was produced before us by the Management, which provided as follows:—

- "18(a) The Branch Committee shall consist of one Vice President, nor more than 2 Joint Secretaries, one Treasurer and not more than 15 members of the Executive Committee excluding the office bearers."

Even assuming for a moment that Sri K. P. Singh was a member of the Union in the eye of the law and that he was also legally elected as an office bearer, in the absence of any post of Branch Secretary in the constitution of the Union he cannot be considered as an office bearer. He could at best be treated as a member of the Committee of the Union. Even if we ignore the legal position. The whole case of the union is based on Sri K. P. Singh being Branch Secretary of the Union at the relevant time. Sri Hardeo Singh argued that Sri K. P. Singh should be considered as the Joint Secretary of the Branch. This view was repelled by the Management. We are also unable to accept the stand of the union on this point and would be inclined to feel that Sri K. P. Singh was not the Joint Secretary of the Branch of the Union at Jamuna Colliery at the material time.

Leaving aside the legal aspects of the matter, Sri Hardeo Singh stated in reply to a specific question put by us that Sri K. P. Singh was merely elected as a Branch Secretary and that he was not an active worker of the union as such.

There is yet another point to be considered. Sri K. P. Singh was transferred to Kurasia colliery in January, 1965, and was brought back to Jamuna colliery in May, 1965. There is no evidence before us to show that inspite of his transfer to Kurasia colliery, he continued to hold the position of Branch Secretary, of the Union at Jamuna. These additional facts given support to the view taken by us on point No. (ii) as stated above.

In regard to point (iii) Sri Hardeo Singh showed us the membership register of the Union together with unsigned applications of workers stated to have become members of the Union and the counter-folls of subscription receipts stated to have been issued to them. That register shows that there was no reduction in the membership of the Union even till the end of 1966. Therefore, even if we accept the contention of the Union that it had legal existence in Jamuna, it had not suffered any set-back or weakening effect as result of the transfer of Sri K. P. Singh. Actually, the burden of proof in regard to issue (a) of the terms of reference lies on the Union. It has failed to produce any such evidence—either documentary or oral. Sri Hardeo Singh argued that Sri M. P. Nayanaram, Dy S.O.C., Jamuna Colliery was against M. P. Koyala Mazdoor Panchayat and was supporting the rival union affiliated to the INTUC. While the Management denied this allegation, Sri Hardeo Singh could not produce any proof to support his contention. Further, from the records before us we find that the transfer of Sri K. P. Singh was ordered in the first instance to Kurasia by the Additional Area General Manager (Kurasia) and in the second case to Talcher by the Head Office at Ranchi. It was not shown that the transfer was ordered for any extraneous reasons or for reasons which are not bona fide. The Management contended that there was a slump in the coal market and that several collieries had been closed. The Excavation Section of Jamuna Colliery was also closed, leaving the underground section. There was a state of suspense about the future of the colliery and a large number of employees of Jamuna colliery became surplus. There was also a surplus in the category of Shotfirer (Gassymine) to which Sri K. P. Singh belonged. These facts have not been denied by the Union. In the circumstances, the conclusion cannot be resisted that the transfer of Sri K. P. Singh did not adversely affected the union at Jamuna and that he was not transferred for any extraneous reasons to cause a set-back to or to weaken the M. P. Koyala Mazdoor Panchayat at Jamuna. The transfer was order for bona fide reasons and in exercise of the normal managerial functions. We accept the reliance placed by the Management in this connection on the ruling of the Patna High Court in Bejdi Colliery of Equitable Coal Co. Ltd., Vs. Madan Chatteraj and two others (1967-I-LLJ-589). On the basis of the above analysis, we conclude and hold that the transfer of Sri K. P. Singh was not effected by the management from Jamuna Colliery to Talcher (Orissa field) with a view to weakening the M. P. Koyala Mazdoor Panchayat at Jamuna Colliery.

Now coming to issue (b) of the terms of reference, Shri K. P. Singh had in the first instance no objection to carry out the transfer order. He wanted the postponement of release by a few days. This was agreed to. He was duly released from Jamuna Colliery on 15th July, 1965, as requested by him. He also drew the advances which were sanctioned as applied for by him. His letter dated 5th August, 1965, is very significant. He stated therein thus: "In the opinion of the General Secretary, my transfer is illegal, unjustified and with the only motive to break our newly formed organisation at Jamuna". In our view this is an extraordinary stand taken by Sri K. P. Singh, which was also totally unreasonable. The correct course of action for him would have been to carry out the transfer order and then represent his case or raise an industrial dispute. After all, no irreparable damage would have been caused to him if he had complied with the transfer order and then raised a dispute or alternatively carried out the transfer order under protest. If he ultimately succeeded in the case the Management would have been obliged to post him back at Jamuna Colliery. The Management's contention is that under the Leave Rules of N.C.D.C. applicable to Sri K. P. Singh, he was liable to be deemed to have resigned his appointment and to have ceased to be in its employ if he remained absent from duty for more than three months, he being a temporary employee and that this consequence would automatically follow and no order was required to be passed by the Management. The management in this connection relied on the ruling of the Supreme Court in National Engineering Industries Vs. Hanuman (1967-II-LLJ-883). Alternatively, the Management also contended that in the facts and circumstances of the case, the conclusion would automatically follow that Sri K. P. Singh had abandoned his employment with N.C.D.C. resulting in automatic termination of his services. There is considerable force in these arguments of the Management and we accept the same.

The representative of the Management also argued that when transfer is a condition of service as in this case, refusal to obey the transfer order should be dealt with the punishment of dismissal. He relied in this connection on the ruling of the Supreme Court in Madhuband Colliery Vs. Their Workmen (1966-I-LLJ. 738). There is considerable force in this argument also and we accept it, the workmen's representative not having stated anything to the contrary.

Having regard to all the facts and circumstances of the case, we conclude and hold that Sri K. P. Singh's refusal to comply with the transfer order is not justified and that he is not entitled to any relief for the period that he was remained unemployed as a result of his refusal to comply with the transfer order. That is to say that from the date that he was released from Jamuna Colliery till now, he is not entitled to any relief. This means that even hereafter, he is not entitled to any relief.

This brings us to issue (c) of the terms of reference. Strictly speaking, no consequential arrangements are necessary as both the points (a) and (b) have been decided against Shri K. P. Singh and we accepted the contentions of the Management that Sri K. P. Singh ceased to be in the service of N.C.D.C. However, we feel that the facts and circumstances of this case disclose that while Sri K. P. Singh is primarily responsible for his conduct and for refusing to carry out the transfer order and that he must suffer the consequences thereof, there is a small mitigation factor. Sri K. P. Singh appears to have not been given correct advice by, the General Secretary of the Union and he did not either use his own common sense or intelligence or consider his own interests. He completely submitted himself to the dictates of the General Secretary of the Union and took the risk of losing his employment.

Giving the benefit of doubt, it will serve the ends of justice if Shri K. P. Singh is given another chance to accept the order of the transfer of the Management and report for duty to Talcher Colliery within three months of the date of publication of the Award, subject to his being in possession of the valid statutory certificate required for the post and we give our Award accordingly.

During the course of the hearings, Sri Hardeo Singh requested us to direct the management to pay his expenses for coming to Ranchi from Kurasia. We suggested to the Management to consider this request favourably. It appears that nothing has been done in the matter. Sri Hardeo Singh's contention is that since the Arbitrators are officers of N.C.D.C. and the hearings were held at Ranchi for their convenience and he had to come to Ranchi for the various hearings, the Management should meet his expenses. We have considered this matter and we feel that it should be sufficient if the Management is directed to pay an amount of Rs. 150 to the Union on this account in view of the peculiar circumstances of this case. We accordingly directed that the Management should pay Rs. 150 towards travelling expenses as indicated above to the Union.

Sd./- I. B. SANYAL,
Arbitrator
29-3-1970

Sd./- K. RAI,
Arbitrator
29-3-1970

[No. 8/54/69-LR.II.]

S.O. 1597.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Ballarpur Colliery of Messrs Ballarpur Collieries Company, Bissessor House, Temple Road, Nagpur, and their workmen, which was received by the Central Government on the 14th April, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-23 of 1968

PARTIES:

Employers in relation to the Ballarpur Colliery of Messrs. Ballarpur Collieries Company, Bissesar House, Temple Road, Nagpur

AND

their workmen

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers.—Shri M. K. Kumar, Officer in Personnel Department.

For the workmen.—Dr. D. P. Kawadkar, President, Maharashtra Colliery workers' union, Ballarpur.

STATE: Maharashtra

INDUSTRY: Coal Mining.

Bombay, dated 24th March 1970

AWARD

The Government of India Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment, by their Order No. 3/13/69-LRII dated 4th October 1968 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Ballarpur Colliery of Messrs. Ballarpur collieries Company, Bisesar House, Temple Road, Nagpur and their workmen in respect of the matters specified in the following schedule:—

SCHEDULE

“Whether the management of Ballarpur Colliery of Messrs. Ballarpur Collieries Company, Nagpur was justified in terminating the services of Shrimati Santi Sammoo, Wagon Loading Reja with effect from the 27th May, 1968? If not, to what relief is she entitled?”

2. Smt. Santi Sammoo, the worker involved in this dispute was in the employ of the colliery for about eight years. She was a permanent employee and had been working as wagon loader. On the 17th November 1967 the authorities of the colliery verbally ordered her to appear before the Medical Officer for examination for eyesight and after she was examined the management served her with a letter informing her that she was suffering from defective vision and she should consult an eye specialist and undergo the line of treatment suggested by him and report for work if found fit. Accordingly she approached the eye specialist Dr. Y. H. Sirdeshpande, M.B.B.S.M.S.D.O, and got herself examined and who suggested certain treatment to her and rest. After the treatment and rest the Medical Officer gave her a fitness certificate which she forwarded to the Colliery along with her application dated 2nd May, 1967 through the President of the Maharashtra Colliery Workers' Union, Ballarpur of which she was a member. But the management did not consider the certificate and by their letter dated 21st May, 1968 terminated her services.

3. Immediately the next day the workman made another representation to the management by her application dated 22nd May, 1968 and had expressed her desire to get herself examined by the colliery medical officer if asked for by the authorities concerned and stating that the termination of her services by the letter dated 21st May, 1968 was not proper. It was contended that she was a permanent servant of the colliery and her termination on account of physical unfitness defective vision without holding a departmental enquiry was illegal and bad in law. But as the management did not consider her request she referred her dispute to the Conciliation Officer through the union. The Conciliation Officer held conferences but as there was no amicable settlement he sent a failure report as a result of which the present reference has been made.

4. The union has contended that the service of the workman was terminated by the management not because of any defect in her vision but because of the acceptance of the recommendations of the Central Wage Board by the Central Govt. for the Coal Mining Industry. It is alleged that at that time the management terminated the services of a number of workers on grounds proper and improper and the present workman was an unfortunate victim of such policy. Dr. Sirdeshpande who was an eye specialist had given her a fitness certificate and the order of the management should be set aside.

5. The management by their written statement had opposed the reference on various grounds. They have admitted that the workman was in their employ and was working as a wagon loading reja and that she was medically examined by the colliery medical officer on 17th November, 1967. They have contended that she was found unfit for work. She had a defective vision. The wagon loaders had to work near the railway siding and hence after the medical examination her work was required to be stopped. It was further contended that as per standing orders she did not get herself examined through the colliery medical officer and as such her services were terminated and she is not entitled to reinstatement.

6. This dispute was hotly contested before this Tribunal. Both parties examined witnesses. The management had examined their General Manager, Medical Officer and Safety Officer. The union had examined the worker and Dr. Sirdeshpande was also examined on commission. But when the reference was kept for arguments after evidence both the parties filed a settlement and requested the Tribunal to pass an award accordingly.

7. By the compromise petition the employers have agreed to reinstate the workman Smt. Santi Sammoo in her former job with effect from 1st April 1970. The period of the absence between 27th May, 1968 to 31st March, 1970 will be treated as leave without pay and she is entitled to continuity of service. In addition to these conditions the employer has further agreed to pay her Rs. 1000/- towards full satisfaction of her claims and costs. Considering the evidence and the circumstances in my opinion the terms of the compromise are very reasonable and by compromising the dispute the parties have done justice and I think it proper to pass an award in terms of the compromise annexure 1 which shall form part of this award.

No order as to costs.

Sd./- A. T. ZAMBRE,
Presiding Officer.

Central Govt. Industrial Tribunal, Bombay.

ANNEXURE I

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

CGIT/23 of 1968

fixed for 17-3-1970

Ballarpur Collieries Co. Bisesar House, Temple Road, Nagpur.

Vs.

Their workmen

Shri Santi Sammoo, Wagon Loading Reja, Represented by the President, Maharashtra Colliery Workers' Union Ballarpur.

Compromise petition.

The employees and the workman Smt. Santi Sammoo, beg to submit as under:
That the Employers and the workman have compromised the matter as under:

- (a) That the workman, Smt. Santi Sammoo will be reinstated in her former job with effect from 1st April, 1970.
- (b) That the period between 27th May, 1968 to 31st March, 1970 will be treated as leave without pay.
- (c) That the workman will be entitled to continuity of service.
- (d) That the employer shall pay Rs. 1000 (Rupees one Thousand only) to the workman within a week of publication of the Award in full satisfaction of all claims and costs of workman against the management.
- (e) The workman and the management agree that there is no other dispute pending between them.
- (f) That the parties agree to bear their respective costs.

Prayer

The parties, therefore pray, that the Honourable Tribunal be pleased to give Award in terms of the above settlement.

For the Workmen.
(Sd.)

For Ballarpur Collieries Co.
(Sd.)

Bombay, the 17th March, 1970

[No. 3/13/68-LRII.]

New Delhi, the 24th April 1970

S.O. 1598.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri N. D. Bodade, Arbitrator, in the industrial dispute between the employers in relation to the management of North Ghusick Colliery, Post Office Majhiera, District Burdwan of Messrs. Shree Ganesh Coal Company and their workmen, which was received by the Central Government on the 17th April, 1970.

Arbitration award given by Sri N.D. Bode, Regional Labour Commissioner (Central) Dhanbad under section 10A of the Industrial Disputes Act, 1947, in the matter of an Industrial Dispute between the management of North Ghusick Colliery, P.O. Majhiera (Dist. Burdwan) and their workmen represented by the Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan over the specified matters in dispute as mentioned in the arbitration agreement dated the 24th June, 1967.

BEFORE SRI N. D. BODADE REGIONAL LABOUR COMMISSIONER (CENTRAL),
DHANBAD & ARBITRATOR.

APPEARANCES FROM THE SIDE OF THE PARTIES :—

On behalf of the management—No appearance.

On behalf of the workmen—No appearance.

INDUSTRY—Coal

STATE—West Bengal.

REFERENCE No. D/69(121) 67.

Dated, Dhanbad, the 10-4-1970.

AWARD

The Regional Labour Commissioner (Central), Asansol vide his letter No. RLC/A/Con.I (229/67 dated the 24th July, 1967, referred an arbitration agreement dated the 25th June, 1967 arrived at between the management of North Ghusick Colliery, P.O. Majhiera (Dist. Burdwan) and their workmen represented by the Colliery Mazdoor Sabha, P.O. Raniganj (Dist. Burdwan) under Section 10A of the Industrial Disputes Act, 1947, which was subsequently notified by the Government of India, Ministry of Labour and Employment, New Delhi under order No. 8/51/67-LR.II dated the 24th August, 1967. The specific matter in dispute is as follows :

“Whether the management of North Ghusick Colliery, P.O. Majhiera, Dist. Burdwan of M/s. Shree Ganesh Coal Company refused employment to the workmen named below with effect from the relevant dates shown against their respective names? If so, to what relief the workmen are entitled?”

S. No.	Name of the workmen	Designation	Date
1	Shrimati Chhibi Bourin	Depot worker	24-3-67
2	“ Khemi Bourin	Do.	24-3-67
3	“ Shahdhu Bourin	Do.	24-3-67
4	“ Rato Bourin	Do.	1-5-67
5	“ Bara Tari	Do.	1-5-67
6	“ Swarna	Do.	1-5-67
7	“ Radha	Do.	1-5-67
8	“ Bara Lakshmi	Do.	1-5-67
9	“ Mansa Tari	Do.	1-5-67
10	Shri Jagat Bali	Pick Miner	8-5-67
11	Shri Ch. Mongra	Do.	8-5-67
12	Shri Sarju Tari	Do.	5-4-67
13	Shri Kaloo Majhi	Do.	5-4-67
14	Shri Rabi Majhi	Do.	5-4-67

2. On receipt of the above said agreement, correspondence were going on with the R.L.C.C. Asansol in connection with certain clarifications till 22-8-67 on which date a registered notice was issued to the parties, asking them to attend the hearing before the undersigned on 4th September 1967 and also to submit their written statement of the case in support of their contention. But on this date neither of the parties appeared nor they sent any intimation regarding their inability to attend the hearing. However, in order to give fair chance to the parties, I again fixed up this matter for hearing on 7th November, 1967, which was subsequently postponed to 17th January 1968. On this date also no party appeared nor did they send any intimation.

3. In this case the aggrieved party is the Colliery Mazdoor Sabha and they did not attend on both the dates fixed nor they sent any information about their inability to attend the hearing on both dates. Hence I feel that they are not interested in the case. Therefore, the question of deciding this case does not arise. This is my Award.

Sd/- N. D. BODADE,
Regional Labour Commissioner (C),
Dhanbad

[No. 8/15/67-LR. II]

New Delhi, the 27th April 1970

S.O. 1599.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company Limited, Belampalli (Andhra Pradesh) and their workmen, which was received by the Central Government on the 17th April, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Shri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 34 OF 1969

BETWEEN

Workmen of Singareni Collieries Company Ltd., Belampalli.

AND

Employers of Singareni Collieries Company Ltd., Belampalli.

APPEARANCES:

None for the claimants.

For the Employers—Sri M. Shyam Mohan, Personnel Officer.

AWARD

The Government of India in its Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) had, by Order No. 1/28/68-LRI, dated 16th October, 1969, referred this dispute to me for adjudication. The issue as per Schedule annexed to the Notification is this:—

Having in view the recommendations made by the Central Wage Board for Coal Industry, in Appendix-VI (Page 54) of Volume-II, for clerical staff with regard to their grading and nomenclature, whether the management of Singareni Collieries Company Limited is justified in changing the designation of Sarvasbri (1) M. K. S. V. Raghav Rao, (2) K. Shankaraiah, (3) A. T. Mathai and (4) P. F. Anthervedi from that of Loading Inspectors to that of Loading Checkers and fixing them in Grade-III? If not, to what relief the workmen are entitled?

2. The Singareni Collieries Workers Union, Belampalli, is party to the reference. The statement of claims was filed by and under the signature of Mr. B. Gangaram, Vice President, Singareni Collieries Workers Union, Belampalli. Prior to the coming into force of the Report of the Central Wage Board on Coal Mining Industry it was the Mazumdar Award that had held the field. While so, the four claimants were working at Coal Screening Plant Nos. 1 and 3 at Kalyan Khanl. They were in Grade-III of the Mazumdar Award in which the scale of pay was Rs. 43—82. They were then designated as Loading Inspectors. The grade referred to was Clerical Grade-III. Following implementation of the recommendations of the Wage Board, the management had fitted them in the corresponding clerical grade-III of the Wage Board, and, doing so, the management had re-designated the claimants as Loading Checkers. The scale of pay of Clerical Grade-III of the Wage Board on Coal Mining Industry is Rs. 180—265. In Appendix-VI at page 54 of Volume II of the Report of the Wage Board there is a designation called Loading Inspectors. They are in Clerical Grade-I. The claimants claim that while fitting them in appropriate grade as per the report of the Wage Board, they should have been continued to be designated as Loading Inspector and that they should not have been re-designated as Loading Checkers. The basis of this contention is that if they continued to be designated as Loading Inspectors as heretofore, they would fall within the category of Clerical Grade-I as per the report of the Wage Board on Coal Mining Industry. They claim that previously they were doing the following duties as set out in the statement of claims:—

- (1) Supervisory work of plant running in each shift.
- (2) Supervision of picking, muster booking in all shifts.
- (3) Distribution of labour, lorry distribution and allotment of work in back shifts.
- (4) Attending to breakdown of coal screening plant.

- (5) Booking of wagons, attending the pilot, allotment of empties, inspection of loading and shunting, adjustment and levelling of the loaded wagons.
- (6) Attending the derailment of the wagons for re-railment, and testing of screen every fortnight.

The above items of duties which the claimants claim to have been doing are mentioned in paragraph 2 of the statement of claims. It is stated in paragraph 3 that the above jobs are supervisory jobs in their respective shifts and that "as a matter of fact these workmen have been performing the jobs of shift incharge foremen although they were designated as Loading Inspectors". It is stated in paragraph 4 that the nature of duties performed by them "are akin to the duties of the Assistant Foreman (Shift Incharge)" and that "In any case these workers have worked in their places without any extra remuneration". It is pointed out that for this reason the Workers Union had "claimed the Assistant Foreman Grade in the Industrial Tribunal in I.D. No. 30/67". I.D. No. 30/67 is pending enquiry. The workers Union is party to that dispute the enquiry in which would be long and protracted because of the comprehensive nature of the questions involved including the one in respect of revision of fitments and wage structure. It is claimed that the claimants continue to perform the same duties as specified above, and it is complained that the management had, with a view to deprive them of the grade specified in the issue, artificially changed the designation to one as Loading Checkers from the former designation of Loading Inspectors. It is prayed that pending disposal of I.D. No. 30/67 the grade of Rs. 245—440 should be given to them having regard to what is stated in Appendix-VI at page 54 of Volume II of the report of the Wage Board on Coal Mining Industry.

3. The management filed counter. It is denied that the claimants have been doing all the duties set out in paragraph 2 of the statement of claims. It is stated that they were merely undertaking muccadam's duties regarding movement of wagons and that they were working under the instructions of Assistant Foreman. It is further stated that they continue to do similar duties even now and that therefore they could not claim that they were doing supervisory duties or duties of Assistant Foreman or duties of the Shift Incharge. It is pointed out that the claimants were in Clerical Grade-III as per the Mazumdar Award in the scale of Rs. 43—82 and it is claimed that they were rightly placed in the corresponding Clerical Grade-III of the report of the Wage Board in which the scale is Rs. 180—265. As to the reason why they had been re-designated as Loading Checkers, it is explained that it had been done to avoid confusion because of some other categories of workers being designated as Inspectors. The management denies that the claimants had ever worked as either Assistant Foreman or as Shift Incharges. It is pointed out that re-designating the claimants as Loading Checkers did not make any difference in their status or did not affect their pay packets.

4. This dispute was posted for enquiry on 25th March, 1970. On 11th March Mr. Shyam Mohan presented a joint memo signed by himself and by Mr. Gangaram, Vice President of the Workers Union, requesting adjournment on the ground that witnesses would be out of station. Thereupon I advanced the case to 11th March and from that date I adjourned it for enquiry to this date, viz., 9th April, 1970. Notice of this adjournment was sent to the President of the Workers Union by registered post. The postal acknowledgment has been received. While Mr. Shyam Mohan is now present to participate in the enquiry on behalf of the management, none is present on behalf of the claimants. Any claimant is not present. There is no communication from the workers Union or from the claimants. I would proceed to dispose of the case.

5. Mr. Krishnaji, Divisional Personnel Officer from Mandamari Division of the Singareni Collieries is examined as witness for the management. There is no cross examination of him because none is present on behalf of the claimants, Exs. M 1, M 2 and M 3 are marked on the side of the management. I heard argument of Mr. Shyam Mohan, Personnel Officer from Belampalli. Exs. M 1, M 2 and M 3 are appointment orders in respect of Raghav Rao, Shankaralah and Mathaiah respectively who are three of the four claimants. M.W. 1 stated that the appointment order in respect of Antervedi who is the fourth claimant was not available.

6. As I said elsewhere, the Mazumdar Award was in application prior to the implementation of the recommendations of the Wage Board on Coal Mining Industry. The testimony of M.W. 1 is this. The appointment of the four claimants as Loading Inspectors was in clerical grade-III of the Mazumdar Award, the scale in which was Rs. 43—82. The grade of Assistant Foreman under the Mazumdar Award was Rs. 70—158, it being Clerical Grade-I. The duties of Assistant Foreman are supervisory in each shift. The Loading Inspectors work under instructions from the Assistant Foreman and a Junior Engineer. The Loading Inspector's duties

were loading and movement of wagons in the railway yard attached to the coal screening plant. They merely supervise the work of shunting, loading and levelling mazdoors. The number takers in the screening plant were also in clerical grade-III of the Mazumdar Award. Their duty is to attend to the wagon supplied by the railway and to write down the destination of the wagons despatched and to prepare the record of the particulars. The duties of the Loading Inspectors and the Number Takers are complementary to one another. The muster clerk takes the attendance of the employees in the coal screening plant in the first and second shifts. That is done by the Assistant Foreman in the third shift because the muster clerk would not be available in the third shift. If the Assistant Foreman happens to be absent in the third shift, the taking of the muster is done by the Loading Inspector. The witness went on to state that even subsequent to the recommendations of the Wage Board on Coal Mining Industry there was no change in the duties performed by the Loading Inspectors. They continue to be subordinate to the Assistant Foreman.

7. The scale of pay in the Clerical Grade-III of the Wage Board is Rs. 180—265 while the scale of pay in the former grade III of the Mazumdar Award was Rs. 43—82. The claim of the claimants is that they should have been placed in the grade of Rs. 245—440. They do not in this context specifically refer to Grade-I of the Wage Board. It will be noted that in Appendix-VI at page 54 of Volume II of the report of the Wage Board Loading Inspectors are shown in clerical grade-I, the maximum basic salary of which is Rs. 385/-. Assistant Foremen are shown in the Category of Technical and Supervisory Staff at page 79 of Volume-I of the report of the Wage Board, the scale for which is Rs. 245—440. There is no evidence on the side of the claimants that they were performing duties which were being performed by Assistant Foremen. The claim of the claimants remains in the realm of pleading. What the pleading of the claimants amounts to is the claim that even formerly they were really functioning as Assistant Foremen although without remuneration and therefore they should have been treated as Assistant Foreman with technical qualifications for whom the scale of pay is Rs. 245—440 as per the recommendation of the Wage Board. While pleading so, the claimants seem to by-pass the fact that their designation was Loading Inspectors in clerical grade-III of the Mazumdar Award. In each shift of the coal screening plant there is an Assistant Foreman. That is an admitted fact. As testified to by M.W. 1, the only duties, which can perhaps be understood as supervisory in nature, which the Loading Inspectors were doing was to supervise loading, shunting and levelling mazdoors in the railway yard attached to the coal screening plant. In so far as the objection pertains to re-designating the claimants as Loading Checkers. They seem to take the stand that if they continued to be designated as Loading Inspectors, they would straight away walk into clerical grade-I as specified in Appendix VI at page 54 of Volume II of the report of the Wage Board, Loading Inspectors being one of the designations thereunder.

8. There is I.D. No. 30/67 now pending before me the nature and the scope of which I had already referred to. It is stated in the statement of claims in the case on hand that the question of designation and the comparable pay scale is one of the questions in I.D. No. 30/67. The claimants in the case on hand want that they should be given the scale of Rs. 245—440 pending disposal of I.D. No. 30/67. Having regard to the evidence before me, or the lack of it, I would for the purpose of the case on hand say that the claimants would appear to have been properly placed in the present clerical grade-III in which the pay scale is Rs. 180—265 and that re-designating them as Loading Checkers does not seem to matter having regard to the duties they were performing formerly and are now performing. That being so, I think they should continue to draw the present emoluments in the present clerical grade-III under the designation of Loading Checkers pending disposal of I.D. No. 30/67. I have been careful to avoid saying anything in this award which may impugn upon any consideration of this question in the dispute in I.D. No. 30/67. For the present I am not prepared to interfere with the situation in which the claimants are now. That being so, there is no relief to be granted to them in this dispute.

AWARD passed accordingly.

Given under my hand and the seal of the Tribunal, this the 9th day of April, 1970.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal

Appendix of Evidence:
Witnesses examined for:

Workmen :—
None

Employers :—
Sri P. Krishnaji

Documents exhibited for Workmen:

Nil

Documents exhibited for Employers:

- Ex. M1: Office Order dated 23rd October, 1964 appointing Sri M. K. S. V. Raghava Rao as Loading Inspector.
- Ex. M2: Office Order dated 28th October, 1964 appointing Sri K. Shankarayya as Loading Inspector.
- Ex. M3: Office Order dated 7th July, 1961 appointing Shri A. T. Mathai, Apprentice Deputy, Kalyani Khani, as a Loading Inspector.

(Sd.) M. NAJMUDDIN.

Industrial Tribunal.

[No. 1/28/68-LR.II.]

ORDERS*New Delhi, the 20th April 1970*

S.O. 1600.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of New Jemahari Khas Colliery Private Limited, Post Office Searsole Rajbari, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of New Jemahari Khas Colliery Private Limited, Post Office Searsole Rajbari, District Burdwan was justified in dismissing Shri B. P. Ghatak, Stenographer from service with effect from the 17th September, 1969 and if not to what relief he is entitled?"

[No. 6/2/70-LR.II.]

New Delhi, the 21st April 1970

S.O. 1601.—WHEREAS the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of New Dharmaband Colliery, Post Office Malkera District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

AND WHEREAS the Central Government considers it desirable to refer the said dispute for adjudication;

NOW, THEREFORE, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3) Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of New Dharmaband Colliery, Post Office Malkera District Dhanbad in stepping from work 76 workmen whose names and designations are given below with effect from the dates shown against each is justified? If not to what relief are the workmen entitled?"

Sl. No.	Name	Designation	Date of stoppage.
(1)	(2)	(3)	(4)
1	Shri Ram Bali Singh	Trammer, No. 2 Pit	16-4-69
2	" Arjun Singh;	" "	16-4-69

(1)	(2)	(3)	(4)
3	Shri Kirit Dusadh	"	16-4-69
4	" Godu Saw	"	23-3-69
5	" Bablal Yadav	"	28-3-69
6	" Sarju Singh	"	16-4-69
7	" Dukhharan Singh	"	15-4-69
8	" Baijnath Singh	"	16-4-69
9	" Parbholi Yadav	"	16-4-69
10	" Jageshwar Mahte	"	16-4-69
11	" Sidheshwar Giri	"	16-4-69
12	" Samaru Yadav	"	16-4-69
13	" Ram Brichh Gope	"	16-4-69
14	" Ganesh Singh	"	13-4-69
15	" Ram Khelawan Singh	"	16-4-69
16	" Ram Das Yadav	Trammer, No. 2 Pit	16-4-69
17	" Janaki Yadav	"	7-4-69
18	" Deo Nandan Mahte	"	28-3-69
19	" Baru Yadav	"	16-4-69
20	" Ram Naresn Singh	"	16-4-69
21	" Dowarik Singh	"	17-4-69
22	" Jageshwar Prasad	"	17-4-69
23	" Dukhan Singh	"	16-4-69
24	" Chandradip Dusadh	"	16-4-69
25	" Budhan Dusadh	"	16-4-69
26	" Rameshwar Dusadh	"	16-4-69
27	" Mot Singh	"	16-4-69
28	" Kameshwar Singh	"	16-4-69
29	" Ramanand Singh	"	16-4-69
30	" Ram Lagan Singh	"	16-4-69
31	" Gajoo Singh	"	16-4-69
32	" Jhakas Singh	"	16-4-69
33	" Ram Kirit Yadav	Shot firer	16-4-69
34	" Manku Gope	Trammer	16-4-69
35	" Ram Jiwan Das	Body Checker	16-4-69
36	" Munarik Singh	Onsetter 4 Pit.	16-4-69
37	" Kapildeo Singh	General Majhi	16-4-69
38	" Ram Chanda Singh	Line Mazdoor	28-4-69
39	" Jagdish Mali	C. C. M' Helper	15-4-69
40	" Bishunpat Singh	Switch Attendant	16-4-69
41	" Ram Ratan Ram	Spray pipe Mazdoor	25-4-69
42	" Ram Byas Singh	Body Checker	16-4-69
43	" Ram Brichh Singh	Night Guard	16-4-69
44	" Ram Bhajan Singh	"	16-4-69
45	" Ram Bhajan Singh	"	16-4-69
46	" Mathura Yadav	"	16-4-69
47	" Janak Mahto	"	16-4-69
48	" Ram Chandra Yadav	Tyndal Mazdoor	16-4-69
49	" Sahangoo Mahte	Water carrier	16-4-69
50	" Ram Chandra Mistry	Pitter Helper	1-4-69
51	" Kalap Nath Gope	Night Guard	16-4-69
52	" Ram Balak Singh	Shot firer Mazdoor	28-2-69
53	" Ram Kirit Yadav	"	16-4-69
54	" Moti Mahto	Line Mazdoor	16-4-69
55	" Ram Bhajan Yadav	C. C. M. Helper	16-4-69
56	" Babulal Yadav	"	16-4-69
57	" Raju Singh	T. Mazdoor	7-4-69
58	" Sheo Murat Das	Prop Mazdoor	11-4-69
59	" Nepal Sain	Miner	7-4-69
60	" Isaq Sain	Miner	7-4-69
61	" Ch. Ahamad Sain	Miner	7-4-69
62	" Trigun Sain	Miner	7-4-69
63	" Kadir Sain	"	7-4-69
64	" Himat Ali	"	7-4-69
65	" Asim Sain	"	7-4-69
66	" Magan Mia	"	7-4-69
67	" Akim	"	7-4-69
68	" Chopra Maji	"	7-4-69

(1)	(2)	(3)	(4)
69	Shri Bajhu Mahto	Miner	7-4-69
70	" Riju Majhi	"	7-4-69
71	" Birbal Majhi	"	7-4-69
72	" Juhari Majhi	"	7-4-69
73	" Sherali Sain	"	7-4-69
74	" Bishara Sain	"	7-4-69
75	" Babua Majhi	"	7-4-69
76	" Narain Yadav	Night Guard	22-4-69

[No. 1/13/70-LR. II.]

New Delhi, the 22nd April 1970

S.O. 1602.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Jamadoba Power House of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Jamadoba Power House of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora, District Dhanbad, in not paying Category IV Wages as per the recommendations of the Coal Wage Board to Ash trammers is justified? If not, to what relief are they entitled and from which date?"

[No. 1/9/70-LR.II.]

P. C. MISRA, Under Secy.

(Department of Labour and Employment)*New Delhi, the 20th April 1970*

S.O. 1603.—In exercise of the powers conferred by section 87 read with section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the Damodar Valley Corporation sub-station, Howrah, from all the provisions of the said Act upto and inclusive of the 31st March, 1971.

[No. F. 601(5)70-HI.]

S.O. 1604.—In exercise of the powers conferred by section 87 read with section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts Central Glass and Ceramic Research Institute, Calcutta, under the control of the Council of Scientific and Industrial Research from all the provisions of the said Act upto and inclusive of the 10th June, 1971.

[No. F. 601(5)70-HI.]

New Delhi, the 23rd April 1970

S.O. 1605.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2993 dated the 1st August, 1968 the Central Government having regard to the location of the factory namely, Workshop belonging to the Municipal Corporation, Indore, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts

the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 29th June, 1960 upto and inclusive of the 28th June, 1970.

[No. F. 601(2)/70-HL.]

CORRIGENDUM

New Delhi, the 17th April 1970

S.O. 1606.—In the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 988, dated the 5th March, 1970, published at page 1356 of the Gazette of India, Part II, Section 3(ii) for '15th February 1971' read '15th March, 1971'.

[No. F. 601(1)/70-HL.]

DALJIT SINGH, Under Secy

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 16th April 1970

S.O. 1607.—In exercise of the powers conferred by Sub-Section (i) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the Union Territory of Delhi, Shri A. L. Bahl, Settlement Officer in the office of the Regional Settlement Commissioner, New Delhi, as Deputy Custodian for the purpose of discharging the duties imposed on Custodian by or under the said Act with immediate effect.

[No. 6(1)AGZ/64.]

S.O. 1608.—In exercise of the powers conferred by Sub-Section (i) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the Union Territory of Delhi, Shri G. P. Jaggi, Settlement Officer in the office of the Regional Settlement Commissioner, New Delhi, as Deputy Custodian for the purpose of discharging the duties imposed on Custodian by or under the said Act with immediate effect.

[No. 6(8)AGZ/68.]

New Delhi, the 18th April 1970

S.O. 1609.—In exercise of the powers conferred by Section 6(1) of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Settlement Officer (Sales) Haryana State Government, as Custodian of Evacuee Property for Haryana State for the purpose of discharging the duties imposed on the Custodian by or under this Act, with immediate effect.

[No. 6072-A/CSC/69-ASO(L).]

S.O. 1611.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints All Tehsildars (Sales) in the District of Haryana, as Assistant Custodian, for the State of Haryana, for the purpose of discharging the duties imposed on the Asstt. Custodian by or under this Act with immediate effect.

[No. 6072-A/CSC/69-ASO(L).]

S.O. 1611.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Under Secretary to Government, Haryana, Rehabilitation Department as Assistant Custodian General of Evacuee Property for purposes of performing the functions assigned to such Assistant Custodian General by or under the said Act, with immediate effect.

[No. 6072-A/CSC/69-ASO(L).]

JANKI NATH,

Settlement Commissioner(C) & *Ex-Officio* Under Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 17th April 1970

S.O. 1612.—In exercise of the powers conferred by Sub-Section 1 of the Section 34 of the Displaced Persons (C&R) Act, 1954 (44 of 1954), the Central Govt., in partial modification of Notification No. 3(2)/L&R-69 dated 11th November, 1969, hereby directs that the powers exercisable by it under Sub-Section 4 of Sections 24, 28 and Section 33 of the said Act, shall be exercisable also by the Secretary to the Government of Haryana, Rehabilitation Department, in respect of proceedings pertaining to acquired evacuee properties and lands, situate within the State of Haryana, subject to the condition that he shall not exercise any of such powers in relation to any matter in which an order has been made by him in any other capacity.

[No. F.3(2)/L&R/69.]

S.O. 1613.—The Custodian General in exercise of the powers conferred on him by sub-section (3) of Section 55 of the Administration of Evacuee Property Act, 1950 (31 of 1950), hereby delegates with immediate effect to the Under Secretary to Government of Haryana, Rehabilitation Department who stands appointed as Assistant Custodian General under the Act, the following powers of the Custodian General:—

- (1) Powers under Sections 24 and 27 of the Act.
- (2) Powers of approval of transfer of any evacuee property under Section 10(2)(o) of the Act.
- (3) Power of transfer of cases under Rule 30-A of the Administration of Evacuee Property (Central) Rules, 1950.

[No. 6072-A/CSC/69-ASO(L).]

New Delhi, the 21st April 1970

S.O. 1614.—In exercise of the powers conferred on the Chief Settlement Commissioner by Sub-Section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), he hereby delegates to Shri Gulab L. Ajwani, Regional Settlement Commissioner, New Delhi, the following powers:—

1. Power to hear appeals under Section 23 of the said Act.
2. Power to hear revisions under Section 24 of the said Act.

[No. 5(6)AGZ/66.]

S. K. GANGOPADHYAY,
Chief Settlement Commissioner